VOL. XLI., No. 8.

# The Solicitors' Journal and Reporter

LONDON, DECEMBER 19, 1896.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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## CURRENT TOPICS.

IT WOULD appear that a first class in the Honours Examination of the Incorporated Law Society is meant to be an altogether exceptional distinction. Both in January and November of the present year there was only one man in the first class, and during the year only nine men in all have succeeded in obtaining this distinction.

THERE ARE, of course, numerous cases in which the courts have presumed that a woman is past child-bearing on the ground of old age. There are also a few in which medical evidence has been admitted, such as *Re Summer's Trusts* (22 W. R. 639). But until last Saturday it is believed that the court was never asked to make the corresponding presumption in the case of a man. In *P.* v. *N.* NORTH, J., was asked to pay a fund out of court on the assumption that a man of seventy-two would have no more issue, and medical evidence was tendered in support of the application. NORTH, J., refused to make any such presumption or to look at the evidence in support.

IN THE COURSE of the hearing of an application on Monday last under the Companies (Memorandum of Association) Act, 1890, for sanction to alterations in the memorandum of association of a company Mr. Justice ROMER is reported to have remarked that it was never intended that the memorandum should specify in detail everything which a company might be called upon to do under any conceivable circumstances. The principal objects should be stated, and then, shortly, the subsidiary objects incidental to carrying out the principal ones. The "objects" clauses in these documents are no doubt frequently voluminous, but what is the harm of this? Probably not a penny of additional cost is incurred by the company, either for the drafting or printing of their memorandum and articles, by reason of the "objects" clause extending to all businesses which the company may conceivably desire to carry on. With deference to the learned judge, we venture to think that the addition of a page or two in bulk to the memorandum of association in order to state the businesses which the company may possibly find it advisable to carry on is better policy than to omit any reference to such

contingent businesses, thereby possibly entailing on the company the costs of an application to alter their memorandum.

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PUT NOT your trust in precedents! The foreclosure order in the *addenda* to Seton, p. 2142, is wrongly drafted. The mortgagee being desirous of preventing the foreclosure being re-opened by rent being paid to the receiver after the date of the certificate, gives credit in advance for a sum sufficient, or more than sufficient, to cover such rent. That is, in taking the account a deduction is made of such a sum of money as the mortgagee shall submit to be charged with in respect of rents and profits coming to the receiver's hands between the dates of the certificate and foreclosure absolute. But the form in Seton puts the "submission" clause too early in the order, making it cover the rents and profits in the receiver's hands at the date of the certificate. These, of course, the mortgagee must be charged with, whether he submits or not. The curious thing is that the form was initiated by KEKEWICH, J., in *Barber* v. *Jeckells* (1893, W. N. 91), presumably as an improvement on that in *Francis* v. *Harrison* (NORTH, J.) (Seton, 1576), and it has successfully run the gauntlet of CHITTY, J., in *Christy* v. *Godwin* (38 SOLICITORS' JOURNAL, 10), and of STIRLING, J., in *Blaeberg* v. *Gatti* (100 L. T. (Newspaper) 441), besides coming again before KEKEWICH, J., in *Lush* v. *Sebright* (1894, W. N. 134). It has been left to NORTH, J., in *Simmons* v. *Blandy* (December 5) to point out the intrinsic absurdity of the changeling submitted to him. The registrar is redrafting the improved form of order accordingly.

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A CASE of first impression, and of considerable public importance, affecting purchasers of goods taken in execution under county court judgments, was recently determined by the Queen's Bench Division. We refer to *Goodlock* v. *Cousins*, when it was held by WILLS and WRIGHT, JJ., that when goods taken in execution, in satisfaction of a county court judgment, have been sold by the high bailiff, under section 156 of the County Courts Act, 1888 (51 & 52 Vict. c. 43) *after* notice of claim has been given, but without further proceeding on the part of the claimant, no action for wrongful conversion will lie against the purchaser at the suit of such a claimant. This decision is, it is submitted, fully warranted by the language of section 156, which provides that where a claimant of goods taken in execution does not deposit in court their value, or pay the costs of keeping possession, or give the prescribed security for the value of the goods claimed, "the high bailiff shall sell such goods as if no such claim had been made, and shall pay into court the proceeds of such sale to abide the decision of the judge." Such a sale is clearly "under the authority" of the statute (see *Cramer* v. *Matthews*, s. c. *Davies* v. *Wise* (29 W. R. 804, 7 Q. B. D. 425)), and confers, it is conceived, an indefeasible title on the purchaser, provided the transaction be free from fraud of any sort, and all statutory conditions precedent have been fulfilled.

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THE ANNOUNCEMENT that the judges are to be summoned to assist the House of Lords in the determination of the appeal in *Allen* v. *Flood* comes somewhat as a surprise. The long period during which this function has been allowed to fall into disuse has led to the impression that it might be regarded as obsolete. At one time judges of the common law courts, as members of the *consilium regis ordinarium*, are said to have had not only a voice of advice, but also of suffrage in the judicial business of the House of Lords (Hale's Jurisdiction of the House of Lords, p. 156), and when this right of influencing the decisions of the peers by their votes had been lost, they were still the assistants of the House, and their regular attendance was expected. In the seventeenth century their failure to attend was on several occasions the subject of rebuke. In 1641 two judges who went to York without leave were ordered to be sent back as delinquents, and in 1693 all the judges were summoned to the House and were told by Lord-Keeper SOMERS that if they did not amend their ways in the matter of attendance the House would proceed with great severity against them. At length the non-attendance came to be sanctioned, and the judges were summoned by special order when their advice was required (May's Parliamentary Practice, 10th ed., p. 193). As long as the decisions of the House were given by the votes of the whole body of peers, it was essential, in order to maintain any semblance of the regular administration of justice, that the House, before voting, should have specific legal advice, and HALE says that the opinion of the judges was held so sacred that the lords always conformed their judgments thereunto, unless in cases where all the judges were parties to the former judgment, as in the case of ship-money (Hale, p. 158). But, notwithstanding this practice, the House of Lords reversed the judgment in *Reeve* v. *Long* (1 Salk 227) against the opinion of all the judges, who were naturally very much dissatisfied with the result (see Sugden's Law of Property, p. 14).

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SINCE IT was settled by *O'Connell's case* (11 Cl. & F. 155) that lay lords ought not to vote in judicial matters, there has been no such necessity as formerly for the attendance of the judges, but down to 1875 they were frequently summoned. According to the volume of Civil Judicial Statistics recently published this happened between 1851 and 1856 forty-three, and between 1858 and 1876 fifty-eight times. Among the notable cases in which they were summoned during the earlier half of the century were the *Thellusson case* (11 Ves. 112) in 1805, *Cadell* v. *Palmer* (1 Cl. & F. 372) in 1833, and *The Queen* v. *Millis* (10 Cl. & F. 534) in 1844. In all these the judges were unanimous. In the legitimacy case of *Birtwhistle* v. *Vardill* (2 Cl. & F. 571) their first unanimous opinion did not convince the House, and Lord BROUGHAM hinted that the judges had not sufficiently considered the matter. Upon re-argument a second unanimous opinion was delivered to the same effect as the first (7 Cl. & F. 895). As more recent instances in which the judges have been called upon to advise on fundamental points may be cited *Bank of Ireland* v. *Trustees of Evans' Charities* (5 H. L. C. 389) in 1855, *Chasemore* v. *Richards* (7 H. L. C. 349) in 1859, *Cox* v. *Hickman* (8 H. L. C. 268) in 1860, and *Mayor of London* v. *Cox* (L. R. 2 H. L. 239) in 1867. They were summoned in *Allison* v. *Bristol Marine Insurance Co.* (24 W. R. 1039, 1 App. Cas. 209) in 1875, but after that case not till *Angus* v. *Dalton* (30 W. R. 191, 6 App. Cas. 740) in 1880. Since that time the House of Lords have, like any other Court of Appeal, performed their duties unassisted by other help than the arguments of counsel. The question involved in *Allen* v. *Flood* (43 W. R. 453; 1895, 2 Q. B. 21)—namely, the right of trade unions to enforce their behests by interference with contracts of employment, is undoubtedly one of importance and difficulty, but it would have been more satisfactory had the House of Lords felt themselves competent to dispose of it. The re-hearing will involve the sacrifice of a good deal of judicial time and the multiplication of judgments tends to confusion.

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WE PRINT elsewhere an interesting letter on the question, which we have already discussed *ante*, pp. 59, 74, whether, where a testator gives his property to such of his children as attain twenty-one or, being daughters, marry, and settles his daughters' shares, the share of an infant son is liable to settlement estate duty. Our correspondent is of opinion that it is not. He states the question very fairly in the words following: "The test question, then, would appear to be, Was there 'property,' or any interest in 'property,' as defined by section 22 of the Finance Act, standing for the time being limited under the provisions of the will to or for persons by way of succession at the time of the testator's death?—for that, and none other, is the property settled by the will on which settlement estate duty is leviable under section 5 of the Act." Then he argues that the contingent interest the daughter takes in the infant son's share does not fairly come within the description of an interest in property for the time being limited to persons by way of succession, on the ground that the words "for the time being" in the description have the effect of restricting the description to property, or to an interest in property, of which it can be predicated at the testator's death that it is then actually subject to limitations for persons by way of succession. We very much hope that our correspondent is right: but we must point out that "'interest' in legal

understanding extendeth to the estates, rights, and titles that a man hath of, in, to, or out of land" (Co. Litt. 345*a*). It cannot be denied that a contingent remainder is an interest in land, nor can it be denied that a settlement of a contingent interest in land is a "settlement" within the meaning of the Settled Land Act, 1882, as the definition of "settlement"—an instrument whereby "any interest in land" is settled—is not confined to vested interests; also, where a contingent interest in land is settled, that interest stands *for the time being* limited to persons by way of succession. It is possible to argue that, in the case referred to by our correspondent, the thing settled was the original share of the daughter *plus* her contingent interest in the share of the infant sons, and that therefore settlement estate duty should not be paid on the entirety of the estates of the infant sons, but only on the value of the daughter's contingent interest in them. But this argument appears to be unsound, for the 5th section of the Finance Act, 1894—the section imposing settlement estate duty—deals with "property . . . . settled by the will of the deceased." There are no words to exclude property which is only contingently settled, and therefore reading into the description the words "for the time being" will not alter the result, the meaning being "property which at the time of the testator's death is absolutely or contingently settled by his will." It may be asked, What is the meaning of the words "for the time being" in the definition of "settlement" contained in section 2, subsection (1), of the Settled Land Act, 1882? The answer is this: "Land . . . which is the subject of a settlement is, for the purposes of this Act, settled land" (section (2) (3)), and therefore, if the words in question had not been inserted in section 2 (1), it might have been argued that land once settled would always have remained settled land for the purposes of the Act, even though it had been sold. The words in question prevent such an absurd argument from being raised.

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THE WINDING UP petition which was presented in *Re Thomas Edward Brinsmead & Sons (Limited)* seems to have rested upon very special circumstances. The company was formed by members of the BRINSMEAD family, who were formerly in the employment of the well-known firm of JOHN BRINSMEAD & SONS, to carry on the trade of pianoforte making. The vendors fixed the price of the goodwill of the business which they were selling to the company at £76,000, and the goodwill carried with it the exclusive right to use the name of T. E. BRINSMEAD & SONS. But no sooner was the company started than it was attacked by the original firm of JOHN BRINSMEAD & SONS, and an injunction was granted by NORTH, J., and confirmed by the Court of Appeal, restraining the company from using the name of BRINSMEAD without adding an express statement that it had no connection with the original firm. In these proceedings it was held that the design of the promoters of the company was to get as much as they could of JOHN BRINSMEAD & SONS' business by the use of the family name, and that the £76,000 charged for goodwill was really charged for the improper advantage it was hoped to obtain. Of the purchase price a considerable part seems to have actually passed into the hands of the vendors. Under these circumstances it was alleged that the company ought to be wound up under the "just and equitable" clause. The company, it was said, was based on fraud, and by reason of the injunction the *substratum* of its business was gone. But the mere fact that there has been fraud in the formation of a company is not a sufficient ground for winding it up. The shareholders may think it most for their interest to waive the fraud and carry on business on the best terms they can (*Re Haven Gold Mining Co.*, 20 Ch. D. 151), and, although in the present case the company may have been greatly prejudiced by the injunction it appeared that it had by no means lost its business. The *substratum* of the business was not gone in the same manner as in the cases in which upon this ground a winding-up order has been made—where, for instance, a title to the property sold to the company cannot be made out (*Re Haven Gold Mining Co., supra*), or a patent on which the business depends cannot be obtained (*Re German Date Coffee Co.*, 20 Ch. D. 169). But though the whole *substratum* of the business was not gone, VAUGHAN WILLIAMS, J., held that the disappearance of a substantial part of it gave him a discretion to make a winding-up order, and notwithstanding that a considerable business remained and that there were shareholders who desired to carry it on, he exercised his discretion in favour of a winding-up. In his decision he seems to have been largely influenced by the facilities which the winding-up procedure would afford for the recovery of any money which might have been improperly paid to the vendors.

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MR. JUSTICE VAUGHAN WILLIAMS contrived to put a good deal of useful constitutional law into his address on Liberty to the Leeds Law Students' Society. Undoubtedly it is an excellent thing that we have, as he said, no law declaring that the people of this realm are free. The express assertion of freedom leads to a kind of presumption that the substance of the thing is absent. It is safer to assume freedom and then to guard by specific provisions against infringements of it. At the present day, and in this part of the kingdom, these provisions are so seldom brought into actual prominence that they are almost entirely relegated to the sphere of the historian. The nearest approach to an excitement over liberty is when rival sects quarrel by *habeas corpus* for the custody of an infant with a view to his religious welfare, and this use of the writ, to follow Mr. Justice VAUGHAN WILLIAMS, depends not upon the Habeas Corpus Act of history, but upon later developments by which the Legislature extended the process and secured its efficacy. We have, indeed, got so accustomed to liberty that the average man, whatever may be his opinions, never contemplates the possibility of encountering any annoyance on this head at the hands of the Government. Personal liberty is safe enough, but more practical considerations surround the question of the right of individual action, and this may yet have to be asserted against governments and corporations and other combinations of men.

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## A NEW PAGE OF HISTORY.

THE history of great cabinet questions is always reserved for the historian of the future, and only figures in contemporary literature in the form of fictional paragraphs in society papers. The question of service of originating summonses out of the jurisdiction, although it cannot by any stretch of the imagination be called a great one, is nevertheless said to have attained cabinet rank for a short period. We do not propose to imitate the "society journalist" and divulge cabinet secrets which we do not know, but we do propose to add to the history of this question one new page of undoubtedly reliable and important information.

Towards the close of the year 1892 a strong demand was raised for the extension of order 11 of the Rules of the Supreme Court, enabling a writ of summons to be served out of the jurisdiction, so as to bring originating summonses within the scope of that order. Nothing could be more reasonable than this demand. Order 11 was not confined to writs of summons. Notwithstanding *Re Busfield* (32 Ch. D. 123), decided in 1886, the Court of Appeal held in 1889, in *Dubout* v. *Macpherson* (23 Q. B. D. 340), that a third party notice was a process which could be served out of the jurisdiction. The court on that occasion said that although *Re Busfield* had been rightly decided, and an originating summons could not be served out of the jurisdiction, a third party notice could be so served because there was a rule (ord. 16, r. 48) which provided that the third party notice was to be served "according to the rules relating to the service of writs of summons," whereas there was no such rule applying to an originating summons. The only reason, therefore, which prevented an originating summons from being served out of the jurisdiction was that the Rules of the Supreme Court did not say that it was to be served as a writ. It could not possibly be contended that the Rule Committee had no power to supply this omission from the rules, and if they had passed a rule simply saying that an originating summons was to be served "according to the rules relating to the service of writs of summons," this burning question of transitory cabinet rank would never have been heard of. The originating summons would have been brought quietly within

the decision in *Dubout* v. *Macpherson*, and there would have been an end of what, we confess, has always appeared to us an extremely foolish controversy over a comparative trifle. However, it never occurred to anyone concerned that there was any inflammatory element mixed up with the matter, and when the demand was put forward in 1892-3 for a rule allowing an originating summons to be served out of the jurisdiction, the Rule Committee very naturally made a rule in plain words to that effect, as one of the Rules of the Supreme Court, November, 1893.

No sooner had that particular rule been passed than, to the surprise of everyone, it was found that the fat was in the fire. By some real or imaginary development of national emotion across the border, the new rule was found to have touched the national sentiment of our Scottish brethren. National sentiment is at all times an explosive of dangerous power, and at such a period as 1893, when a general election was impending and the political atmosphere was itself highly charged with explosive elements, it proved more than sufficient to blow the new rule into oblivion. The effect of the explosion on that occasion may be estimated by the fact that, although the new rule permitting service of an originating summons out of the jurisdiction applied to foreign countries, British colonies, and Ireland as well as Scotland, and although no objection was raised except in Scotland, the Rule Committee repealed the rule wholly and entirely in extreme haste on the 10th of January, 1894, and never since have they attempted to re-enact it even as applied to parts of the globe other than Scotland. Because the Scotch Voter (with a capital "V") objected to this supposed infringement of his national privileges, the English litigant was deprived of his right to serve this process in every other part of the world.

So far we have but narrated the past history of this storm in a tea-cup. Now we propose to add our promised new page to the history of the question. In an Irish case of *Re Stubbs* (1896, 1 Ir. Rep. 334) the Master of the Rolls in Ireland had before him the question of service of an originating summons out of the jurisdiction—viz., in England. It was not disputed that there was power to order service of the originating summons on defendants domiciled in England. The application merely turned on the question whether or not the nature of the claim was within order 11 (Service out of the Jurisdiction) of the Irish Rules of the Supreme Court. With the merits of the case we are not now concerned. The judge held that the case was within order 11, and that the originating summons had been duly served on the defendants residing in Lancashire and Surrey. Turning now to the Rules of the Supreme Court (Ireland) we find that they were passed on the 19th of January, 1891, and had therefore been in force for exactly three years on that memorable 10th of January, 1894, when the English rule for service of originating summonses out of the jurisdiction was hurriedly repealed by the English Rule Committee as previously stated. Ord. 11, r. 10, of the Rules of the Supreme Court (Ireland), 1891, is in the following words: "The rules of this order, so far as applicable, shall apply to originating summonses and petitions and other originating proceedings." The order so applied to originating summonses and other proceedings is the same in all respects as order 11 (Service out of the Jurisdiction) of the English Rules of the Supreme Court, 1883.

We are therefore presented with the remarkable fact that when the national sentiment of Scotland was roused to anger (as we were told) in 1894 by the rule permitting an originating summons issued in England to be served in Scotland, Irish litigants had for three years possessed the right under an Irish rule to serve an originating summons issued in Ireland on defendants domiciled in Scotland. In all the seven years during which this Irish rule has now been in active operation we do not remember to have heard of any of those disastrous consequences to avoid which our Rule Committee were induced to repeal the English rule to the same effect. Indeed, it is our humble opinion that if our judges had sturdily refused in January, 1894, to repeal the corresponding English rule, no appreciable result would have ensued beyond a few political newspaper articles of no importance to anybody. However, the English judges gave way, and the Irish judges wisely said nothing about *their* rule allowing Irish originating summonses to be served in Scotland. They guaged correctly, no doubt, the precise depth of the Scottish national sentiment on the vast subject of originating summonses. They may even have concluded that there were not a hundred domiciled Scotchmen who knew what an originating summons was. At any rate, the Irish court has continued from 1891 to 1896 (inclusive) to send its originating summonses for service in Scotland, as well as England, the Colonies, and foreign countries; and, from the continued peaceful condition of the country beyond the border we are entitled to assume that Scottish national sentiment has stood the strain. To speak seriously, we credit our Scottish brethren with far too much solid common sense to believe for a moment that they ever allowed themselves to be excited about the matter, or are ever likely to do so.

The point of practical importance in all this is: What are the Rule Committee going to do now? A revised code of rules is under their consideration. It is not conceivable that they will decline to make any rule at all dealing with this question. We therefore leave that possibility out of consideration. The only other alternatives are that they should make a rule allowing originating summonses to be served out of the jurisdiction except in Scotland or Ireland, or that they should make a rule to the like effect without making any exception as to Scotland or Ireland. It is to be hoped that they will choose the latter alternative. It would be too absurd to provide that an English originating summons shall not be served in Ireland in view of the fact that the Irish Court has for seven years past exercised the right to order service in England of an Irish originating summons.

As regards Scotland the case is different. But surely the English Court ought to be strong enough to assume a jurisdiction which the Irish Court has assumed and exercised for seven years without the slightest objection from the Scotch. We confess ourselves entirely unable to see any solid reason whatever why a rule permitting service of an originating summons out of the jurisdiction should not be made general, without any exception as to Scotland or Ireland. Considering that the Irish rule has been in operation all these years, it appears to us to be altogether unnecessary and inexpedient to place any such limitation in any new English rule which may be made. Such a course would be attaching too much importance to the incident of the 10th of January, 1894. If at that time our judges had only known of the existence of the Irish rule in question, they would have been able to cover with ridicule the suggestion that an English rule to the same intent would create a national movement of opposition in Scotland. That suggestion, in view of the acquiescence of the Scotch for seven years in the Irish rule without demur, is a pricked bubble, and we earnestly hope it will no longer be permitted to overshadow the deliberations of the Rule Committee.

## COMPANIES WINDING UP IN THE LEGAL YEAR 1895-6.

### III.

THE law with relation to contributories has received considerable attention within the last twelve months. Several distinguished personages were declared liable in respect of *bonus* shares in *Re Alkaline Reduction Syndicate* (45 W. R. 10, W. N., 1896, 79). The facts of this case are complicated, and the decision is to be appealed; but it is no improper summary of or comment on this case to say that it went on the principle that, notwithstanding a contract as to the issue of shares may have been filed, this will not relieve persons who are donees from the company of shares therein from the obligation to pay for them in cash. Probably the real question involved in this particular case is one of fact—viz., whether the company or the vendors were the donors.

The doctrine of estoppel as against companies and in favour of shareholders, if it has not been extended, has at least been explained in a very broad sense in some recent cases. It had been very generally supposed that the effect of *Burkinshaw* v. *Nicolls* (26 W. R. 819, 3 App. Cas. 1004) was that where a company had issued certificates describing them, inaccurately, as fully paid, it was estopped, as against a transferee without

notice, from denying that the shares were fully paid. In *Parbury's case* (44 W. R. 107; 1896, 1 Ch. 100) the shareholder, before the company was registered, gave £500 to one who promised to procure for him an allotment of a hundred fully paid-up £5 shares in the company when incorporated. The promisee was entitled to fully-paid shares under an agreement with the company (which, however, was never filed at Somerset House), and after incorporation he procured the allotment of a hundred of these shares to PARBURY as his nominee. The certificate stated that they were fully paid, but the company never got any part of the £500. Mr. Justice VAUGHAN WILLIAMS' decision that the company was estopped from denying that the shares were fully paid was much criticized by company lawyers and pretty generally doubted; but, to the surprise of many people, the decision has since been approved by the Court of Appeal in *Ex parte Bloomenthal* (44 W. R. 577; 1896, 2 Ch. 525, 533). BLOOMENTHAL was also an original allottee, and under the special circumstances of that case the court refused to relieve him from liability; but Lord Justice LINDLEY said that although *Waterhouse* v. *Jamieson* (L. R. 2 H. L. Sc. 29. 18 W. R. H. L. Dig. 8) and *Burkinshaw* v. *Nicolls* "were cases of transfers, I am of opinion that the doctrine [of estoppel] is not necessarily confined to transfers, but may be extended to the case of an allottee"; and Lords Justices LOPES and RIGBY both concurred in this view. If this is a correct statement of the law—and it must be borne in mind that it was not necessary to the decision—a great many people have been improperly retained on lists of contributories.

A third case of estoppel is *McKay's case* (1896, 2 Ch. 757), in which Mr. Justice VAUGHAN WILLIAMS, on the 12th of August, decided that, where a transfer for value purporting to relate to fully-paid shares bears on the face of it a certification by the company's secretary that the share certificate has been lodged with the company, the certification amounts to a statement that a certificate of the shares described in the transfer has been lodged, and the company is estopped from denying that the shares are fully paid, even though no certificate has in fact been lodged, or the certificate lodged does not say whether the shares are fully paid or not.

While dealing with cases as to contributories, reference may be made to *Hindley's case* (44 W. R. 630; 1896, 2 Ch. 161), in which an underwriter of shares was held liable as a contributory. The drafting of underwriting letters is still in its infancy, and the decisions as to them, though generally turning on construction, afford valuable hints as to the mode of framing these documents. The hints are certainly required, for as a rule the underwriter has hitherto managed to escape liability.

Company drafting is also sometimes lax as regards provisions with reference to the division of surplus assets. The improbability of there being anything left for the shareholders in the event of winding up may have something to do with this. In *Re New Transvaal Co.* (40 SOLICITORS' JOURNAL, 685; W. N., 1896, p. 82) there was something for them, but there the winding up was voluntary. It will surprise many people to learn that the term "surplus assets" has no such technical meaning as that it is the equivalent of what remains after paying debts and costs. Paid-up capital also must sometimes be returned before the extent of the surplus is ascertained.

In the case of solvent companies arrears of dividends are sometimes owing to shareholders, and Mr. Justice ROMER has held that the Statute of Limitations begins to run from the time when the dividend becomes payable: *Re Severn and Wye and Severn Bridge Railway Co.* (44 W. R. 347; 1896, 1 Ch. 559). But whether in the case of companies under the Acts of 1862 to 1890 the period of limitation is six or twenty years is still an open question, though probably it is six years.

The decision of the Court of Appeal in *Re London and General Bank* (43 W. R. 481; 1895, 2 Ch. 166), that an auditor appointed and acting under articles of association in the common form is an officer of the company within the meaning of section 10—the misfeasance section—of the Act of 1890, was followed by Mr. Justice VAUGHAN WILLIAMS and the Court of Appeal in *Re Kingston Cotton Mill Co.* (*No.* 1) (44 W. R. 210; 1896, 1 Ch. 6), although, in the former case, the corporation was a joint-stock banking company, governed by the Companies Act, 1879, and in the latter a cotton-spinning company. But Lord HERSCHELL, who presided in the Court of Appeal in the *Kingston case*, rather based his judgment on the fact that in *that* court he was bound by the previous decision; and some of his observations during the argument pointed to some doubt in his own mind whether the decision in the bank case would be approved in the House of Lords. The *Kingston case* came twice before the court, once on the above-mentioned preliminary point—viz., whether an auditor was an officer; and, secondly, on the merits of the particular case, whether the auditors were justified in relying on the certificates of a manager as to the value of stock-in-trade. Below, it was held that they were not; but, on appeal, this decision was reversed, it being laid down that an auditor is not bound to be suspicious where there are no circumstances to arouse suspicion, and that he is only bound to exercise a reasonable amount of care and skill: *Re Kingston Cotton Mill Co.* (*No.* 2) (40 SOLICITORS' JOURNAL, 531; 1896, 2 Ch. 279).

## REVIEWS.

### BOOKS RECEIVED.

A Compendium of the Law of Property in Land. By WILLIAM DOUGLAS EDWARDS, LL.B., Barrister-at-Law. Third Edition. Stevens & Haynes.

The Law Relating to Motor Cars. Being the Locomotives on Highways Act, 1896. With an Introduction and Notes, together with the Regulations of the Local Government Board and of the Secretary of State, under the Act, and an Appendix of Statutes referred to. By H. LANGFORD LEWIS and W. HALDANE PORTER, Barristers-at-Law. Butterworth & Co.

The Law of Boundaries and Fences in Relation to the Sea-shore and Sea-bed, Public and Private Rivers and Lakes, Private Properties, Mines, Railways, Highways, Canals, Waterworks, Parishes and Counties, Church Lands, Inclosed Lands, &c. Together with the Rules of Evidence and the Remedies Applicable Thereto, and Including the Law of Party Walls and Party Structures, both Generally and Within the Metropolis. By ARTHUR JOSEPH HUNT, Esq., Barrister-at-Law. Fourth Edition. By ARCHIBALD BROWN, Esq., Barrister-at-Law, B.C.L. (Oxon). Butterworth & Co.

A Treatise on the Admiralty Jurisdiction and Practice in County Courts. By FRANCIS WILLIAM RAIKES, Q.C., LL.D. (Cantab), and BURLEIGH DUNBAR KILBURN, M.A. (Oxon.), Barrister-at-Law. William Clowes & Sons (Limited).

## CORRESPONDENCE.

### SETTLEMENT ESTATE DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In reference to the suggestion in the SOLICITORS' JOURNAL (*ante*, p. 59) that, where a testator gives his property to such of his children as attain twenty-one, or being daughters, marry, and settles his daughters' shares, the share of an infant son is liable to settlement estate duty, and the further discussion (*ante*, p. 74), it cannot be denied that the conclusions arrived at—viz., that "the share of the infant son is, on the death of the testator, contingently 'limited to or in trust for persons by way of succession,' and therefore it falls within the definition of 'settlement,' and settlement estate duty is payable," are unsatisfactory, and it seems worth considering whether the Act is at all open to a more equitable construction.

As Lindley, L.J., said in *Re Holford* (42 W. R. 563; 1894, 3 Ch. 30), "I confess that when I am sought to be driven to a conclusion which appears to me unreasonable and unjust, I at once suspect the validity of the premisses, even if I can detect no flaw in the reasoning from them" (1894, 3 Ch., at p. 45), and considering the results of the above conclusion, a court of justice should be slow to accept the premisses on which such a conclusion rests. By section 5 (1) of the Finance Act, 1894, where property, in respect of which estate duty is leviable, is settled by the will of the deceased, settlement estate duty is payable on the principal value of the settled property. By section 22 (*f*) property includes real property and personal property, and the proceeds of sale thereof respectively; (*h*) settled property means property comprised in a settlement; (*i*) settlement means any instrument which is, or, if it related to real property, would be, a settlement within the meaning of section 2 of the Settled Land Act, 1882 (see section 2 (1)). That the common provision in a will for the settlement of a daughter's share is a settlement within the meaning of that section is plain; the difficulty is in regard to the extent of the operation of the settlement so created.

The Act is a taxing Act, and must, of course, be construed strictly. The terms of the Act must be precisely followed, and no greater effect can be given to the Act than the actual language used by the Legislature requires. Now, the settlement estate duty, as has been shewn, is payable on the value of the property settled by the will of the deceased, which (having regard to section 22 (*f*) and (*h*), *supra*) means the testator's real and personal property, or the proceeds thereof, comprised in the settlement made by his will, which settlement (having regard to section 2 (1) of the Settled Land Act, 1882, as directed by section 22 (*i*) of the Finance Act, 1894) includes those dispositions of the will under which "property" or an interest in "property" stands for the time being limited to or for any persons by way of succession. The test question, then, would appear to be, Was there "property" or any interest in "property," as defined by section 22 of the Finance Act, standing for the time being limited under the provisions of the will to or for persons by way of succession at the time of the testator's death?—for that and none other is the property settled by the will on which settlement estate duty is leviable under section 5 of the Act. It is submitted, as regards the presumptive or expectant share of an infant son under the circumstances and dispositions in question, that that would not be "property" or an interest in "property" so limited. The testator's property is given to all the children alike. As each attains twenty-one, or, being a daughter, marries, he or she becomes absolutely entitled to a share; the children so entitled and the other children are still contingently entitled to the remaining unvested shares; but no child is entitled to a vested interest in more than his original share until his original share is increased by the death of one or more of the other children under twenty-one: see *Re Holford* (1894, 3 Ch. at p. 45).

Now, does a contingent interest of the kind just mentioned fairly come within the description of property, or an interest in property, for the time being limited to persons by way of succession? It is submitted that the words "*for the time being*" in the description have the effect of restricting the description to property, or an interest in property, of which it can be predicated at the testator's death that such property is then actually subject to limitations for persons by way of succession, and therefore, that the contingent interest of a married daughter in the expectant share of an infant son does not fall within the description. It is straining language to say that an interest which is only to arise on a contingency is, at any period prior to the contingency, actually subject to limitations within which it will come when it does arise, and the operation of a taxing Act ought not to be enlarged by a strained construction. The terms imported from the Settled Land Act, 1882, s. 2, are appropriate for a married daughter's vested interest under the will, which is immediately caught by the the settlement provision thereof, and forthwith stands limited accordingly for persons by way of succession, but the same terms are not apt to include any share to which she may be contingently entitled in the residue of the fund, inasmuch as such share does not become immediately subject to the settlement clauses, but is only brought within their operation by the happening of an event—viz., the event on which the share vests in the daughter. During the suspense of vesting—*i.e.*, during the intervening period between the testator's death and the happening of such event, in which period the moment to be regarded is *ex hypothesi* included, such share does not for the time being stand limited to persons by way of succession.

J. F. W.

## THE CATHCART LITIGATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have reason to believe that the impression that Mrs. Cathcart's property has been absorbed in litigation is prevalent. As such an impression can only be as harmful as it is erroneous, I hope you will permit me to contradict it, if only in justice to the court and the profession. It cannot be quite agreeable to the judges that such an impression should prevail, and, if it were true, I hardly think it would be creditable to the profession. It is absolutely untrue.

I shall be very glad if you will publish this statement, as I am anxious that it should be known, as the fact is, that the litigation has not ruined, and is not likely to ruin, anyone, and certainly *not* Mrs. Cathcart, who is very rich.

HOOD BARRS.

The *Times* states that on Wednesday the Lord Chancellor made an informal inspection of the Bar Library of the Inns of Court at the Royal Courts of Justice, and likewise of the adjoining room recently granted as an addition to the library and also as a bar reading and writing room. Lord Halsbury, who was received by Mr. Napier Higgins, Q.C., and some other members of the Library Committee and of the Bar Council, expressed himself pleased with the arrangement of the rooms and with the rapid development of the library, which already contains upwards of 12,000 volumes of law books, Parliamentary and State papers, chronicles and memorials of Great Britain, and works of reference.

# CASES OF THE WEEK.

## Court of Appeal.

**BOWLER *v.* BARBERTON DEVELOPMENT SYNDICATE.** No. 1. 9th Dec.

MAYOR'S COURT—JURISDICTION—CAUSE OF ACTION ARISING WHOLLY WITHIN THE CITY—PROHIBITION.

This was an appeal from an order of Bruce, J., at chambers, ordering a writ of prohibition to issue to the Mayor and Aldermen of the City of London to prohibit them from proceeding further in an action pending in the Mayor's Court. The action was brought on the equity side of the Mayor's Court for the specific performance of a contract, by which the defendants had agreed with the plaintiff, in consideration of services to be rendered by him in the formation of a company to be called the Sheba Alliance (Limited), to hand to him, whenever the company should be incorporated, fully-paid shares in the company of the nominal value of £6,000. The Sheba Alliance (Limited) was subsequently formed and incorporated. The defendants sought to restrain the further prosecution of the action, on the ground that the Mayor's Court had no jurisdiction to entertain it. They contended that, as the claim was for over £50, it was requisite that every part of the cause of action should have arisen within the City of London; and that it would be necessary for the plaintiff to prove as part of his cause of action the incorporation of the Sheba Alliance (Limited), which had taken place outside the City of London—viz., at Somerset House.

THE COURT (LORD ESHER, M.R., and LOPES and RIGBY, L.JJ.) dismissed the appeal, upholding the writ of prohibition. No court of equity could grant specific performance of such an agreement as that now in question, unless it were shewn that the company which it was intended to form had been in fact formed. If the formation of the company were traversed, the material and essential fact of its formation could not be proved to have taken place within the jurisdiction. On the ground that the whole cause of action did not arise within the City, the writ ought to be allowed to go.—COUNSEL, *James Scarlett; Herbert Reed*, Q.C., and *Arthur May*. SOLICITORS, *Roberts & Wrighton; Thomson & Co.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

**SLOANE *v.* BRITAIN STEAMSHIP CO. (LIM.).** No. 1. 14th Dec.

PRACTICE—PAUPER—APPLICATION TO SUE "IN FORMA PAUPERIS"—AFFIDAVIT—CASE AND OPINION OF COUNSEL MADE AN EXHIBIT—RIGHT OF DEFENDANT TO INSPECT EXHIBIT—ORD. 16, RR. 23, 24.

Appeal from LAWRANCE, J., at chambers, giving the defendants leave to inspect an exhibit to an affidavit. The affidavit was filed in pursuance of ord. 16, r. 24, upon an application by the plaintiff for leave to sue *in formâ pauperis*, and the case laid before counsel and his opinion thereon were made an exhibit to the affidavit. The application for leave to sue *in formâ pauperis* was granted, and the defendants, upon being served with the writ, took out a summons to inspect the exhibit to the affidavit. The master referred the summons to the judge, indorsing thereon that he had made inquiries and found that the practice was to allow the affidavit to be inspected, and he drew attention to the case of *Re Hinchliffe* (43 W. R. 82; 1895, 1 Ch. 117), in which it was held that any person who had a right to see the affidavit had a right to see the exhibits. Lawrance, J., having made the order for inspection, the plaintiff appealed.

THE COURT allowed the appeal.

Lord ESHER, M.R., said that the case was laid before counsel, and his opinion taken thereon, for the sole purpose of informing the judge, so as to enable him to determine whether he would allow the plaintiff to sue *in formâ pauperis*. It was for the information of the judge alone, and was not intended to be seen by other persons for other purposes.

LOPES, L.J., concurred. They were only adopting what Coleridge, J., said in *Bryant v. Wagner* (7 Dow. 676): "I apprehend that Mr. Channell is correct in stating that the certificate of counsel is a matter of importance. But then it is not for the benefit of the opposite party, but for the information of the court." That was the true ground to put the matter on. The judges who decided *Re Hinchliffe* had not the present case before their minds, and if they had they would probably have drawn the same distinction as he now did.

RIGBY, L.J., concurred.—COUNSEL, *C. Gregson Ellis; J. Eldon Bankes*. SOLICITORS, *Ewer & Neave*, for *Woodburn & Holme*, Liverpool; *Bettersll & Roche*.

[Reported by W. F. BARRY, Barrister-at-Law.]

**FLUISTER *v.* FLUISTER.** No. 2. 14th Dec.

PRACTICE—DIVORCE—NOTICE OF TRIAL—SUFFICIENCY—DIVORCE RULES 44 AND 47.

This was a motion for a new trial of a petition for a divorce, based on the ground of surprise. The action was brought by the husband, asking for a divorce on the ground of his wife's adultery with the co-respondent. The wife and co-respondent duly entered appearances in the action, and filed answers to the petition. On the 7th of July, 1896, the solicitor of the petitioner wrote and sent to the solicitor of the respondent and co-respondent a letter in the following terms: "Dear Sir,—*Fluister v. Fluister*; I have set this cause down for trial. You have not forwarded me a copy of the affidavit verifying your particulars, nor have you, as I understand, filed a copy of the affidavit verifying the answer.—Yours faithfully, C. W. INMAN." The solicitor of the respondent and co-respondent did not treat this letter as a notice of the trial of the petition, and in consequence when the petition came on to be heard on the 30th of July,

1896, neither the respondent nor the co-respondent were in court or represented by counsel. The petition was therefore tried as undefended, and in the result a decree *nisi* was made. The respondent now moved for a new trial, on the ground of surprise.

Held by THE COURT (Lord RUSSELL, C.J., and LINDLEY and A. L. SMITH, L.JJ.) that the above letter was a sufficient notice of the cause having been set down for trial within rules 44 and 47 of the Divorce Rules, but that on the solicitor of the respondent offering and undertaking to pay the costs thrown away (including the costs of this appeal motion), a new trial ought to be granted.—COUNSEL, *Salter; R. J. Willis.* SOLICITORS, *Slater; C. W. Inman.*

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

## High Court—Chancery Division.

**WYNNE *v.* TEMPEST.** Chitty, J. 16th Dec.

PRACTICE—THIRD PARTY NOTICE—ORD. 16, R. 48—BREACH OF TRUST—CLAIM TO FOLLOW TRUST MONEY—INDEMNITY.

Motion. The action was for a declaration that the defendant was liable to pay, and for payment by him to the plaintiff of a certain sum directed to be raised by a deed poll dated the 30th of August, 1883, out of certain funds, subject to the trusts of the will of Thomas Mason dated the 5th of June, 1860, and of a certain indenture of settlement dated the 23rd of June, 1856, together with interest thereon at the rate of 5 per cent. per annum, and the defendant was sued as surviving trustee of the said will and settlement. The defendant claimed to be indemnified by the applicants against liability in the said action, and they had been served with a third party notice pursuant to an order of court obtained upon the application of the defendant under ord. 16, r. 48. It appeared that the proceeds of sale of certain stock appropriated to meet the said sum was received by their late partner Thomas Teale, who was a trustee of the said will and settlement, and it was alleged that he received the money as a member of the firm of solicitors acting for the trustees, and paid the same into the firm's account. This account would seem to have been in Thomas Teale's name. After the death of Thomas Teale his bankers were held entitled in an action between the third parties and the bankers to set-off the credit balance on such account against an overdraft of a larger amount due upon another banking account which Thomas Teale had with them, also in his own name. This was a motion on behalf of the persons brought in as third parties to discharge the order pursuant to which they had been brought in.

CHITTY, J., said that it was sought to make the defendant liable for an alleged breach of trust by him and his deceased co-trustee, Thomas Teale. A right to indemnity might arise under an express or implied contract, or by reason of an obligation resulting from the relation of the parties. The right of indemnity claimed by the defendant did not arise from an express or implied contract; but, if it arose at all, it was founded upon some obligation of the nature above stated. The defendant's case was that the trust money was paid to Thomas Teale as a member of the firm of solicitors, of whom the third parties were the survivors; and that he was acting within the scope of his apparent authority as partner in receiving the money; and consequently that the firm became liable; and the 11th and 12th sections of the Partnership Act, 1890, were relied on. Further, it was said that the money was traced into an account in the name of Thomas Teale, which was in fact the firm's account, although the bank, who had no notice of the trust, were held entitled to deal with the account as the account of Thomas Teale. In substance that was a claim to follow the trust money, and, the money having been lost, to charge the surviving partners with the amount. That was not a claim to indemnify the defendant against the plaintiff's claim. The right of the defendant (if it existed) to recover from the surviving partners a sum equal to the lost trust fund was not a right depending on the liability of the defendant in the action; it was an independent right. For those reasons his lordship held that the third-party notice was not within ord. 16, r. 48, and that the order must be discharged.—COUNSEL, *Byrne*, Q.C., and *Danckwerts; Levett*, Q.C., and *Stewart Smith; Macswinney.* SOLICITORS, *Vincent & Vincent; Williamson, Hill, & Co.; Witham, Roskell, Munster, & Weld; Perkins & Weston.*

[Reported by J. F. WALEY, Barrister-at-Law.]

**FITZGERALD AND OTHERS *v.* FIRBANK.** Kekewich, J. 9th Dec.

FISHERY—LICENCE TO FISH—INTERFERENCE WITH SPORT—PARTIES—GRANTEE—DAMAGES.

This was an action brought by the plaintiffs, Charles Lionel Wingfield Fitzgerald, Edward George Bawdon, and Arthur Price, the trustees of the true Waltonian Society, for an injunction to restrain the defendant, Mr. Joseph T. Firbank, a railway contractor, the grantee of a right to work and to take gravel from certain gravel pits at Rickmansworth, in Hertfordshire, from polluting the rivers Chess and Colne with London clay, gravel, washings, and other suspended matter, so as to injure the plaintiffs' fisheries, and for damages. The true Waltonian Society, which was founded in 1830, consisted of about forty members, and had obtained a grant of the right of fishery extending over about five miles in the Chess and Colne by leases from Lord Ebury and Mr. Shackell. It appeared that the society incurred an expenditure of about £230 a year in stocking and preserving the fisheries, and it was alleged that the defendant had, in carrying on his works, so polluted the rivers as to injuriously affect not only trout, but also coarse fish. The defendant was bound under his grant to fill up and restore to its proper level any pits he might excavate in obtaining gravel, and for that purpose he procured from railway works which were going on within a short distance of his property many truck-loads of London clay, which were tipped into one end of his gravel pits while gravel was being excavated from the other end. The bottom of the gravel pits being at a very low level a large quantity of water collected there by percolation and otherwise, and owing to the disturbance caused by clay being continually tipped in and gravel taken out, the water became largely charged with mud. The water was pumped out and conveyed in troughs to the river, catch-pits being provided in order that the mud contained in the water might deposit; but these catch-pits became choked and failed to carry out their purpose, and consequently when the water was discharged into the river it still contained in suspension a large amount of solid matter. The evidence shewed that the fish, owing to the muddiness, could not see artificial flies and ground bait, and that the mud so injured the spawning beds that not only were the ova and hatched fry destroyed, but also the fish were actually driven away. On behalf of the defendant it was contended that the title of the grantors of the right was not proved, that the plaintiffs, being only grantees of the right of fishery, had no proprietary interest in the spawning beds, and therefore had no right to bring the action, which should be brought by the grantors of the right; that the driving away of the fish gave no right of action; and that there could be no damages in respect of loss of sport or for re-stocking.

KEKEWICH, J., said that the first objection taken was that there was no proof of the title of the grantors of the right of fishery, but he thought that the possessory right was sufficient proof of title. Another objection was that the plaintiffs were merely licensees; that objection he could not understand. Why should not the plaintiffs, the licensees, or, as he preferred to term it, the grantees, of these rights, sue in respect of interference with the rights which had been granted to them? A man who possessed something valuable had a right to bring an action when a stranger came and interfered with that valuable. A further objection was that Lord Ebury—a grantor—was not a plaintiff. Had Lord Ebury been plaintiff he would have brought the action in a different way—namely, as riparian owner; and then it was clear that the defendant had no right to throw matter into the river, but the plaintiffs could, in his lordship's opinion, bring their action in their right as grantees. It was evident beyond a doubt that the water contained solid matter which settled down when the rapidity of the flow ceased or whenever gravitation came into force. Possibly this did not kill the trout, but experts proved that the particles got into their gills, and if deposited on the spawning beds the solid matter would kill the ova and young fry, and would prevent the fish from spawning. It was said that the fish were not driven away, but on the evidence it was clear that the ova and young fish were destroyed, and also that the fish were not on the spawning beds as they should, in the ordinary course of events, be at this season of the year. There were, therefore, two facts to be considered—one, that stuff was discharged into the river causing injury to the fish; the other, that the fish were not, as they should be, on the spawning beds so as to produce the fry for the next season's fishing. The interfering with the spawning beds was the substantial part of the case, and one of the witnesses had proved that he had seen a spawning bed with no fish on it, whereas there ought to have been fish there. Therefore his lordship thought that an injury had been done to the spawning beds. It was also proved that the effect of the solid matter in the water was to make the trout sick; that was a distinct interference with sport. His lordship, however, did not see his way to granting damages on that point—the remedy would no doubt be an injunction and not damages. As regards the coarse fish, no case had been made out beyond a mere interference with sport. With regard to the injuries to the spawning beds, his lordship said he would not grant an injunction because the defendant's pumping had come to an end, and there was no probability of its being recommenced. The question, then, was one of damages. It appeared that the stock would, by the destruction of the spawning beds, be seriously affected not only this, but also next year; and after careful consideration of all the evidence he awarded the plaintiffs £150 damages and costs—COUNSEL, *Warrington*, Q.C., *Ashton Cross*, and *Duke; Bramwell Davis*, Q.C., and *Kenyon Parker.* SOLICITORS, *Arthur Price; Bircham & Co.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

***Re* FEARON, HOTCHKIN *v.* MAYOR.** Kekewich, J. 10th Dec.

WILL—CONSTRUCTION—LEGACY AND SHARE OF RESIDUE "TO BE PAID" TO MARRIED WOMAN WITH RESTRAINT UPON ANTICIPATION—ABSOLUTE UNFETTERED GIFT.

This was an originating summons by the trustee of the will of Isabel Fearon, deceased, for the determination of the following question, which arose upon the construction of the said will—namely, Whether the defendant, who was a married woman, was entitled to have a legacy and a share of residue paid to her forthwith, or whether the same should be retained by the trustee, and only the income thereof paid to her as it accrued due. By her will the testatrix (*inter alia*) bequeathed a legacy of nineteen guineas to the defendant, and directed her trustees to stand possessed of one equal fourth part of her residuary estate upon trust, in the events which have happened, for her four nieces (including the defendant) and her nephew, therein named, in equal shares. The will contained this subsequent provision: "And I declare that the aforesaid legacies and shares of my said nieces or grandnieces shall be paid to their separate use, free from the control of any present or future husband, without power of anticipation." No settlement had been made upon the defendant's marriage. On behalf of the defendant it was contended that the words in restraint of anticipation had no effect, and that both the legacy and share of residue were immediately payable, and the following cases were cited in support: *Re Bown* (27 Ch. D. 411), *Re Grey's Settle-*

*ments* (34 Ch. D. 712), and *Re Tippett & Newbold's Contract* (37 Ch. D. 444).

KEKEWICH, J., after commenting upon the above cases, continued: The proper test seems to be—is there a direction that the legatee should have the corpus? if so, the words in restraint of anticipation must be disregarded, if not, then effect must be given to them. In the present case, by the subsequent declaration, the testatrix directs the share "to be paid to the legatee": construing these words according to the decision in *Re Bown*, I come to the conclusion that effect must not be given to the restraint on anticipation, and that the defendant is entitled to have the legacy and share of residue paid to her forthwith.—COUNSEL, *Harman; Hatfield Green.* SOLICITORS, *C. E. Beal*, for *T. Ponting*, Warminster; *W. H. Matthews.*

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

*Re* **AIREY, AIREY** *v.* **STAPLETON.** Kekewich, J. 10th Dec.

DEED MORE THAN THIRTY YEARS OLD—PRESUMPTION OF LAW—EXECUTION BY ATTORNEY—EXERCISE OF POWER OF APPOINTMENT.

Adjourned summons. On the hearing of this summons an incidental question arose as to whether or not a power of appointment had been validly exercised. The facts were as follows: By a marriage settlement dated the 19th day of December, 1851, and executed by the attorney of two of the parties thereto, who were the father and mother of the intended wife, the mother purported to exercise in favour of her daughter a power of appointment, of which the mother was the donee under the will of her aunt. The father and mother at the date of the deed were resident abroad. The deed was executed by the parties thereto, the attorney of the father and mother executing it on their behalf, and the attestation clause duly testified to such execution. There was no reference in the body of the deed to the appointment of the attorney. It was contended on behalf of the wife's next of kin, who in the events which had happened claimed under the settlement, that the deed proved itself as it was more than thirty years old and produced from the proper custody, and that therefore the power was validly exercised.

KEKEWICH, J., decided that in the circumstances the power could not be regarded as having been validly exercised by the settlement. Although the presumption of law was in favour of deeds thirty years old and produced from an unsuspected repository, yet in the present case—a case in connection with which the rule against delegation of discretionary powers had also to be considered—that was not enough, for the deed on the face of it appeared to be executed by the attorney of two of the parties, and there was nothing to shew that the attorney was duly authorized to execute the deed, nor was there any rule of law which would countenance his lordship in coming to the conclusion that the attorney was properly constituted *ad hoc*.—COUNSEL, *Renshaw*, Q.C., and *Stokes; Warrington*, Q.C., and *Howard Wright; Spence; P. O. Lawrence*, Q.C., and *George Henderson; Beaumont; Musgrave.* SOLICITORS, *Crawley, Arnold, & Co.; Freshfields & Williams; Field, Roscoe, & Co.; George Coote; Wild, Berger, & Moore.*

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**LONDON AND NORTH-WESTERN RAILWAY CO.** *v.* **COMMISSIONERS OF THE FOBBING LEVELS.** Div. Court. 9th Dec.

SEA-WALL—LIABILITY OF FRONTAGER TO REPAIR—PRESUMPTION OF LEGAL ORIGIN OF SUCH LIABILITY—LAND DRAINAGE ACT, 1861 (24 & 25 VICT. c. 133).

This was a special case stated by order of the court. The appellants were the London and North-Western Railway Co., and the respondents were the Commissioners of Sewers of the Fobbing Levels. It was an appeal to the court of quarter sessions for the county of Essex, under the Land Drainage Act, 1861 (24 & 25 Vict. c. 133), s. 47, from an order made by the commissioners at a court of sewers for the execution of certain works by the company. The appeal was respited in order that a case should be stated for the opinion of the High Court. The company are the owners in fee of certain marsh lands known as Fobbing Levels in the county of Essex which extend along the Thames shore, and are protected from inundation by a sea wall. The Level contains 2,574 acres, of which the company are owners of twenty-eight acres. In August, 1893, an order was made by the commissioners upon the company to execute certain works and repairs to the sea-wall upon their lands, and the company, without prejudice to the question of liability, built a new inset wall. For some time before and up to 1893 the tendency of the tide had been to gradually undercut the foot of the wall. No repairs were done to the wall, and in consequence, in 1893, the wall had begun to subside. These marshes were protected by a sea-wall before 1727, and between that year and 1805 the present wall was made. The court books of the commissioners from 1818 show that numerous orders were made upon the landowners to execute repairs to the sea-wall, which orders were complied with, and with one exception there was no record of the cost of any repairs to the sea-walls protecting the Level having been borne by the commissioners or by any person other than the owner of the land on which the particular piece of wall repaired stood, and whenever any owner failed to execute the necessary repairs he was always ordered and compelled by the commissioners to do so. The company contended (1) That they were not as owners of the said land under any obligation to the commissioners or the Level to repair the sea-wall upon such land for the purpose of protecting the lands lying within the said Level from inundation of the sea; (2) that the work ordered was not a repair which they, as owners, were liable to execute, and also that the danger apprehended had arisen by natural causes without their default; and (3) that the order of the commissioners was wrong, as imposing the whole liability upon the company, who were owners of a small part only of the level. The commissioners contended that the company and their predecessors in title had for a long series of years not only repaired the wall, but had done so under compulsion by order of the commissioners, and that a presumption arose that they were legally liable to repair, and that the court ought to presume anything necessary to make them so liable; (2) that the liability shewn by the evidence was not merely a liability to repair the existing wall but to do what might be necessary for maintaining it as an effectual defence by supporting it at the foot or otherwise; (3) that the commissioners of sewers have powers to order a person liable, *ratione tenuræ*, to repair a sea-wall, to make an inset wall when the necessity for the inset wall arises from default in properly supporting and maintaining the old wall. The question for the opinion of the court was whether the company were liable to execute the works specified in the said order.

THE COURT (WILLS and WRIGHT, JJ.) gave judgment for the commissioners. Where a state of things has been going on for a long time and a liability submitted to for many years, the court will presume that such state of things had a legal origin unless evidence be produced that such origin could not be legal. The subsidence in this case began in 1881. The company did nothing to repair the wall and they were therefore in default. As to whether their liability was divisible amongst the various owners of the land at the back of the company's land, it was quite possible that each owner was liable if the liability was one by custom, but if the liability was a liability *ratione tenuræ*, and the obligation to repair would adhere to every portion of the land though it might be an owner would have right to contributions from the other owners. Judgment for the commissioners.—COUNSEL, *Bosanquet*, Q.C., and *Stuart Moore; Channell*, Q.C., and *Wedderburn.* SOLICITORS, *C. H. Mason; C. B. O. Gepp.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

**EDMONDSON** *v.* **HARRISON.** Div. Court. 9th Dec.

PARTNERSHIP—PRACTICE—INSOLVENT PARTNER—JUDGMENT DEBTOR IN BOTH HIGH COURT AND COUNTY COURT ACTIONS—PAID OUT BY SOLVENT PARTNER—APPLICATION FOR CHARGING ORDER ON MONEYS ACCRUING FROM THE PARTNERSHIP—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), s. 23, SUB-SECTION 2.

This was an appeal by the plaintiff in the action from a decision of the county court judge at Burnley, who had refused to make a charging order on certain moneys coming to the defendant, against whom judgment had been obtained. The defendant was a farmer, and carried on business with one Bickner, and prior to the date of this county court action a judgment had been obtained against him in a High Court action by one Hargraves, who had applied for a receiver to be appointed of the debtor's estate, and that application had been granted. The solvent partner (Bickner), on finding that a second judgment had been obtained against Harrison, at once took steps under the powers given in the Partnership Act of 1890 to dissolve the partnership in order to prevent execution being put in upon the assets of the firm. The partnership interest of Harrison having been ascertained, Mr. Bickner paid that sum to Harrison's solicitor, and that gentleman paid in full the judgment debt owing by Harrison to Hargraves, but did not pay the balance either into court or to the receiver. Two or three days after the partnership was dissolved, Edmondson heard that Harrison was entitled to funds coming from the partnership, and thereupon he applied to the county court judge under section 23, sub-section (2), of the Partnership Act, 1890, for a charging order, or for an order appointing the same receiver as had been appointed in the High Court action to act in this matter on his behalf. That section is as follows: A judge, either of the High Court or of the county court, may "on the application by summons of any judgment creditor of a partner make an order charging that partner's interest in the partnership property with payment of the amount of the judgment and interest thereon, and may by the same or subsequent order appoint a receiver of that partner's share and profits . . . and of any other money which may be coming to him in respect of the partnership, and direct all accounts and inquiries . . . as the case may require." The learned county court judge, after hearing argument, refused to make either of the orders asked for. The judgment creditor appealed. Counsel for the appellant submitted that the county court judge was wrong in holding that no money was coming under the partnership to the judgment debtor, because the application for a charging order had been made after the date on which the partnership was dissolved. The judgment creditor's rights were not altered as against the partnership assets, because the interest of the insolvent partner had been transferred to a receiver. The receiver had not been discharged, and could not discharge himself, and the balance at any rate ought to be in his hands under the order made in the High Court action. The judge ought to have appointed him receiver also for the county court action, when he could have dealt with the balance on behalf of the appellant. Counsel for the respondent submitted that the county court judge had acted rightly in refusing to make the order. The judgment creditor applied after the partnership was dissolved. He could not have a better right against the judgment debtor under the procedure of the Act of 1890 than he had formerly by *fi. fa.* No charging order would then have been made except as had already been done for the benefit of Hargraves. The county court judge had only power under the Act to make a charging order, if there was a partnership, and assets accruing therefrom to the judgment debtor. The appeal was based really on the wrongful act of the receiver, who had permitted the solicitor or the judgment debtor to

deal with the partnership assets and to pay off the judgment creditor direct without the money being in the first instance paid into court. If that had been done, in the absence of other creditors the appellant could have applied to have so much of the balance paid out to him. [WRIGHT, J.—It is not suggested that the money is not perfectly safe in the hands of the solicitor, and the appellant can garnishee for any money belonging to Harrison in the hands of a third party arising out of the partnership assets.] The duty of the receiver ended, and he was discharged so soon as the creditor's claim was satisfied. That had been done, and it was no business of his to see that the balance was paid into court for the benefit of another creditor.

THE COURT (WILLS and WRIGHT, JJ.) dismissed the appeal.

WILLS, J., in giving judgment, said a judge of the county court was empowered to make such an order as was asked for by ord. 25, r. 8A, of the County Court] Rules, 1889, and, generally speaking, he saw no reason why a county court judge should not make such an order under the Partnership Act of 1890 in the same way as the order was constantly made by the High Court. The fact that an application could be made to either court was, he thought, a sufficient reason why the county court judge should use, as he had used in the present case, his discretion to make the order or not. He agreed with Wright, J., who during the case had pointed out that an order having been made in relation to the same fund in the High Court, and the receiver there appointed not having been formally discharged, this difficulty might arise—that the order of the inferior court might interfere with the administration of the High Court. He did not agree with the respondent's contention that the partnership having been dissolved on the 10th of July was a fatal bar to the application made on the 15th. The application might be made by any judgment creditor, and he would not be shut out because the solvent partner had exercised the privilege granted him by the Partnership Act of paying out the insolvent member to save execution being levied on the assets of the firm. It was clear that if Harrison was entitled to the balance as between himself and Hargraves, then the appellant ought to receive payment out of that fund for his judgment debt. Alike, therefore, on the ground of general convenience, justice, and everything else, the county court judge was right in deciding that the application ought to be made to the High Court, but he was wrong if, as it was stated, his ground for refusing to make the order was because it was applied for after the partnership had been dissolved.

WRIGHT, J., concurred. Appeal dismissed with costs.—COUNSEL, *W. Mackenzie; Lincoln Reed.* SOLICITORS, *Preston, Stow, & Preston*, for *James C. Waddington*, Burnley; *Crocke, Hornby, & Porter*, for *John Sutcliffe*, Burnley.

[Reported by ERSKINE REID, Barrister-at-Law.]

**VIVIAN *v.* DALTON.** Div. Court. 11th Dec.

COMMONS—REPLEVIN—DAMAGE FEASANT—NEGLECT TO KEEP UP FENCE—SURCHARGING COMMON.

This was an appeal from a county court. The plaintiff was lord of a manor, and the defendant was a commoner of the manor. The defendant was the owner of property adjoining the common, and as between himself and the commoners he was bound to maintain a fence between his land and the common. The plaintiff placed upon the common 250 sheep, whereas he was only entitled to place 200 sheep on it. The defendant failed to maintain the fence above-mentioned, and fifteen of the plaintiff's sheep strayed on to the defendant's land. The defendant impounded the sheep, and the plaintiff brought an action of replevin to which the defendant pleaded damage feasant. The county court judge gave judgment in favour of the plaintiff. On behalf of the defendant it was contended that the plaintiff having surcharged the common, the sheep which were impounded were not lawfully upon the common and were trespassers: *Wells* v. *Watling* (2 W. Bl. 1233) and *Tyrringham's case* (4 Rep. 38) were cited.

THE COURT (WILLS and WRIGHT, JJ.) dismissed the appeal.

WILLS, J., said that the plaintiff had a right to put some sheep upon the common. He was therefore a commoner. The defendant was under a liability towards the commoners to keep up the fence. Therefore the defence of damage feasant was upset by shewing that the fact that the sheep were damage feasant was the direct result of the defendant neglecting to keep up the fence. The defendant's real remedy was to bring an action against the plaintiff for surcharging the common. The fact that under the old system of pleading the action against a commoner for surcharging the common was an action on the case and not an action for trespass showed that the animals were on the common in excess of authority, and not in violation of a right.

WRIGHT, J., concurred.—COUNSEL, *Lewis Richards; Benson.* SOLICITORS, *Smiles, Ollard, Yates, & Ollard; J. T. Lewis*, for *Aaron Thomas & Co.*, Swansea.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

## Solicitors' Cases.

**PITTMAN *v.* PRUDENTIAL DEPOSIT BANK (LIM.)** C. A. No. 1. 10th Dec.

SOLICITOR—DEALINGS WITH CLIENT—DEBT OWING TO SOLICITOR—ASSIGNMENT OF JUDGMENT RECOVERED—PREVIOUS AGREEMENT TO ASSIGN—VALIDITY OF ASSIGNMENT.

Appeal from the judgment of Wills, J., in favour of the defendants, upon a garnishee issue. The question was whether an assignment of a judgment debt to the plaintiff, a solicitor, was valid or not. The plaintiff had acted as solicitor for one Law for some time, and amongst other things in an action of *Law* v. *Mullens' Hotel (Limited)*. Law was indebted to the plaintiff for costs incurred before the above action was commenced. While that action was proceeding some negotiations, the effect of which was in dispute, took place between the plaintiff and Law as to the payment of these costs. In the result Law recovered a verdict and judgment against Mullens' Hotel (Limited) for £250, and a few minutes after the judgment was pronounced the plaintiff placed before Law a deed assigning the judgment debt of £250 to him in consideration of money owing by Law for the costs incurred before the action. This deed had been drawn by the plaintiff and approved by Law before the verdict. The defendants having served a garnishee order *nisi* upon Mullens' Hotel (Limited), the money was paid into court, and an issue was directed to be tried as to whether the assignment was valid or not. Wills, J., came to the conclusion upon the facts that the assignment was executed in pursuance of an agreement arrived at before the judgment, and therefore he held that, though the transaction was a perfectly honest one, the assignment was invalid by reason of the doctrine laid down in *Simpson* v. *Lamb* (5 W. R. 227, 7 E. & B. 84). He accordingly gave judgment for the defendants on the issue. The plaintiff contended (1) that the assignment was not executed in pursuance of an agreement arrived at before judgment, but merely in pursuance of an honourable understanding; (2) that, as according to the doctrine of *Simpson* v. *Lamb* the previous agreement was invalid, the assignment was not founded upon a previous agreement; and (3) that the doctrine of *Simpson* v. *Lamb* was not applicable to the payment of a debt, which was this case, but only to the purchase of a judgment.

THE COURT (Lord ESHER, M.R., LOPES and RIGBY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the law was as clear as any proposition of law could be. In order to protect the honour and honesty of the profession the court had laid down a rule of law, which it would always insist upon, that a solicitor could not make an arrangement of any kind with his client during the litigation which he was conducting for the client, so as to give him any advantage in respect of the result of that litigation. It was said that that was on account of the fiduciary relation between the solicitor and his client. That might perhaps be so. But it was founded upon a higher rule. The responsibility of those employed in the profession of the law was very great, and their conduct must be regulated by the nicest and most precise rules of honour, and the court therefore thought that unless the rule was carried out to its full extent there would be a temptation to solicitors to which they should not be subjected. It was useless to say that in this particular case the solicitor was not tempted, but acted from the most honourable motives. The law was universal as to this, that without considering the motives in this particular transaction a solicitor must not persuade his client, or indeed accept from his client a voluntary offer, to give him any advantage dependent upon the result of the litigation which he was conducting. The solicitor in this case was owed a debt by his client, and he was engaged in conducting an action for his client. The solicitor made an arrangement with his client that he should obtain an advantage from the litigation which he was conducting—namely, that the client should assign the judgment, when obtained, to him. It was said that there was no binding agreement to do so before judgment by reason of the rule in *Simpson* v. *Lamb*. That, no doubt, was true, but if that contention were upheld the rule would be entirely gone. It was true therefore that in that sense the arrangement was not binding, but the solicitor, without cautioning his client (indeed if he had done so it would have made no difference), made an arrangement, which, it was true, was not binding for the reason above stated, that the client should assign the judgment to him. Judgment was recovered, and the solicitor, acting on the arrangement, and without telling the client that the arrangement was not binding on him, and that he ought not to consider it binding either legally or morally, placed the assignment before him and got it executed. His lordship was unwilling to narrow the rule, and thought that it should be kept as large as possible. The case came within the rule, and the assignment was invalid.

LOPES and RIGBY, L.JJ., concurred.—SOLICITORS, *J. B. Pittman; Gibson, Usher, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

**STILL *v.* WEBB.** Stirling, J. 25th and 26th Nov., 15th Dec.

SOLICITOR—REMUNERATION—SALE CARRIED OUT BY UNDERLEASE—SOLICITORS' REMUNERATION ACT.

Summons. The question in this case was whether the applicants, who were solicitors, could claim remuneration according to the scale under the Solicitors' Remuneration Act, schedule 1, part 2, for a sale of a leasehold house which had been carried out by an underlease.

STIRLING, J.—The plaintiffs claim to be remunerated according to the scale under the Solicitors' Remuneration Act, relying on schedule 1, part 2. [His lordship read schedule 1, part 2, rule 5, and continued:] If that rule governs this case, then, according to the decision of North, J., in *Re Hellard* v. *Bowes* (42 W. R. 475; 1896, 2 Ch. 229), the plaintiffs have claimed a correct sum, but it is disputed by the respondents that the rule applies at all, and in my judgment the respondents are right. The heading of the rule does not extend the application of part 2, section 1, but only applies to leases and conveyances in fee and other interests in freehold estate. The present transaction is not a conveyance in fee or for any freehold estate. It is then said it is a lease, and, in fact, it is an underlease. The transaction, however, was not a lease, but a sale carried out by a well-known conveyancing expedient to avoid difficulties which might be caused by an apportionment of rent. I think, therefore, the rule relied on by the plaintiffs does not apply, or if any rule does apply

it must be schedule 1, part 1, supposing that the plaintiffs are to be remunerated according to the scale. I have some doubt, however, whether the scale applies at all, and whether the demand does not fall within rule 2 (c) of the General Order as "business not hereinbefore provided for." In that case the method of remuneration would be by bill of costs according to the old practice. But that would be a departure from the bill of costs tendered here, and in my judgment this litigation has not been attended with such benefit to the estate that it ought to be continued any longer. If, therefore, I have to decide whether the amounts were rightly charged under the scale, I must say I think not.—COUNSEL, *Howard Wright* and *Upjohn*. SOLICITORS, *Trower, Fresling, & Parkin; Chapman*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

**BLUMBERG v. THE LIFE INTEREST AND REVERSIONARY SECURITIES CO.** Kekewich, J. 16th Dec.

TENDER—CASH AND CHEQUE—AUTHORITY OF CREDITOR'S SOLICITOR—PAYMENT UNDER PROTEST.

Motion for an injunction to restrain the defendants from selling or dealing with property mortgaged by the plaintiffs to the defendants. The plaintiffs' case depended upon the question whether or not a good tender of the mortgage debt had been made by them. The facts were these. The plaintiffs' solicitor had attended by appointment at the offices of the mortgagee's solicitor for the purpose of paying in cash the amount of principal interest and costs due on the mortgage. A further sum, however, was claimed in respect of incidental expenses connected with the security, and the mortgagee's solicitor agreed to accept the cheque of the plaintiffs' solicitor for this further amount, on the understanding (as he alleged) that the payment should not be made under protest. The plaintiffs' solicitor drew the cheque, and tendered it and the cash in payment under protest of the whole amount claimed by the defendants. The defendants' solicitor thereupon refused to accept such payment under protest. It was contended on behalf of the plaintiffs that the tender under protest was good: *Greenwood* v. *Sutcliffe* (40 W. R. 214; 1892, 1 Ch. 1); that as the defendants' solicitor did not object to the cheque the cheque was a good tender: *Jones* v. *Arthur* (8 Dowling p. 442) and *Polglass* v. *Oliver* (2 Crompton & Jervis p. 15), and that he had authority to receive the cheque in payment. The defendants contended that the tender was bad, on the ground that the defendants' solicitor was only authorized to receive payment in cash.

KEKEWICH, J., in giving judgment, said: In the circumstances of this case I do not doubt that if the tender of the cash and cheque had been made to the principal, it would have been a good tender, and if the principal's solicitor had been authorized to receive the money and cheque I do not doubt that that also would have been a good tender. But there is this novel question, Assuming the solicitor to be authorized to receive the cash, is he also authorized to receive the cheque, which is not a legal tender? It is contended on behalf of the plaintiffs that he can, if such acceptance would be in the ordinary course of business. Now, I think this would be a very mischievous extension of the solicitor's authority. In the present case the mortgagee's solicitor thought the cheque was good, but it might have turned out that the cheque was worthless, and if so, would there have been a good tender as against the defendants? Certainly not. Had he accepted the cheque he would have taken it at his own risk. He had no authority to take it, and therefore I hold that there was not a sufficient tender, and on that ground I refuse to grant the injunction.—COUNSEL, *Warrington*, Q.C., and *Frank Evans*; *Renshaw*, Q.C., and *Ribton*; *Edward Ford*. SOLICITORS, *Braham Barnett*; *H. Stanley-Jones*; *Surman & Quskett*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

## MR. JUSTICE VAUGHAN WILLIAMS ON LAW AND LIBERTY.

At the annual dinner of the Leeds Law Students' Society, on the 10th inst, Mr. Justice Vaughan Williams (president for the year) delivered his presidential address on "Law and Liberty." He said that in England liberty was not law. What he meant was that there was no law or proclamation declaring that the people of this realm should be free. The truth of the matter was that one started with a sort of instinctive national axiom of liberty and freedom. As they knew, the French at one period of their history proclaimed "Liberty, equality, and fraternity." We in England had no need to proclaim "Liberty, equality, and fraternity," and if they looked at the history of the English Constitution they would not find proclamations of liberty. What they would find was a series of statutes passed from time to time to prevent infractions of liberty. They would also find a series of statutes which, though not passed to prevent infractions of liberty, were the strongest assertions of liberty, because the only reason for the existence of such statutes was that they legalized that which was an exception to the ordinary rule of liberty. They would further find that the liberty of England was proclaimed in the decisions of the judges in the law courts. When liberty was proclaimed in that way it was called common law. But there was no such thing as a written common law which could be studied as a whole. The common law was really a national instinct, and that national instinct, as he had said, was sometimes expressed in the shape of statutes and sometimes in the shape of judgments. He proposed to call attention to one or two examples of this recognition of liberty by the English law. In the first place let him take the statutory recognition that took the shape of prohibition of anything that was an infraction of this unwritten right of liberty of the subject. Of course, one began with Magna Charta. He took it for granted that they knew that Magna Charta, or rather the principle of *habeas corpus* embodied in Magna Charta, was not unknown even in times before Magna Charta. The principles of Magna Charta were reaffirmed several times in the times of the Edwards and of Henry VIII. Then they came to the time of the Stuarts, when the deliberate infractions of personal liberty of the subject by the Stuart kings led to the necessity for a new expression of the rights of liberty of the English people. That first took form in the Petition of Right; then followed the *habeas corpus*, and afterwards the Bill of Rights and the Act of Settlement. And then as time went on care was taken by the Legislature to extend the right of *habeas corpus*—which, under the original statute was practically only available in case of detention for crime, or detention under political process—so as to make it apply to every process, and then the Legislature also took care that the mode of applying for it should be very much improved, in fact, made so easy that no one who found his personal liberty restrained could fail to obtain a writ of *habeas corpus* if he had any *primâ facie* case whatever. He was afraid that to a certain extent there was a sluggishness about the judges in giving effect to the Habeas Corpus Acts which led to the necessity of some later statutes. He thought Fox's Libel Act was really as great a legislative assertion of liberty as there had ever been. It was true that in a technical sense the Libel Act had nothing to do with the freedom of our bodies, but it did secure to us, if he might use the expression, freedom of written speech. And they all knew at this time, with the spread of education, what an important thing it was for liberty that we should enjoy freedom of speech. He had stated that there were some statutes the very necessity of which was a strong affirmation of our right of liberty, and a particular class of statutes which he took as an illustration of that were the Mutiny Acts, in which we had a double recognition of our right of liberty. We could not have a grander assertion of liberty than the institution of trial by jury. No man was to be imprisoned or put to death excepting upon the verdict of twelve of his peers. In earlier days if a man had a bad character he had an extra chance of being hanged, because the fact was always brought out. Lord Holt was the first person who declared that that was illegal. Another good thing Lord Holt did was not so allow anybody to be tried in fetters. Even now a prisoner was occasionally brought into court in handcuffs—on the ground, it was said, of his violence—and then the judge, if he knew his opportunity, ordered them to be taken off, as it was contrary to Act of Parliament. His lordship proceeded to refer to certain prerogatives of the Crown to shew how the expression of them—or, to speak more accurately, the limitation of them—was the strongest evidence of English liberty. The first was that "the king can do no wrong," and that therefore he could not authorize a wrong, and it followed that the authority of the Crown could not afford a defence to an action brought for an illegal act committed by an officer of the Crown. The outcome of that doctrine, as handled in the law courts, was an immense protection of the subject. Another prerogative was that the king was bound by his own and his ancestors' grants, and could not therefore, by his mere prerogative, take away vested immunities and privileges. Though a corporation created by a charter of the Crown might be dissolved on *scire facias*, yet when the corporation had been guilty of an abuse of the powers vested in it, it could not be dissolved at the mere will of the Crown; if the king created a corporation he could not dissolve it except for good cause. The next prerogative was of more general interest. The king could not by proclamation do more than command the performance of existing laws. For that reason, inasmuch as by the existing laws there was absolute right of free speech and absolute right of public meeting, the Crown could not by proclamation prohibit public meeting. Perhaps it might be said that the Crown had done so during the last few years. If they would look a little further they would find that that was in Ireland, and with the express authority of the Coercion Act. But apart from that Act it could not have been done. The next prerogative was the prerogative of pardon. The king had the prerogative of pardon, but he could never so pardon as to affect any legal right or benefit vested in the subject, and he could not by pardon defeat a subject's right of action. There was an analogous right in the Crown—and one which was more likely to be exercised—namely, the right of entering a *nolle prosequi*. It must be borne in mind, however, that a *nolle prosequi* could not stop an impeachment. In any impeachment by the House of Commons the sovereign was not the prosecutor, and could not therefore stop it. The Sovereign could pardon, but, as in the case of Lord Strafford, he could not pardon before the impeachment—it must be afterwards. The *nolle prosequi* was not used nowadays for political purposes, although a case might conceivably arise in which it might be so used. All he could say, however, was that he did not like the flavour of a *nolle prosequi*. It seemed to him not to have a true English smack about it. Reverting to the English instinct of liberty—to which his lordship had previously alluded—his lordship said he could not help thinking that it was due to this instinct that wherever we came in contact with any races in the world—it mattered not whether they were subject races or conquered races—we immediately extended to them the great right of personal liberty and freedom, the great right of equality of the law, and the greater right of the superiority of the law to the executive. He called attention to the fact that, as far as he knew, the writ of *habeas corpus* only existed amongst English-speaking people. We ought to be thankful for our criminal procedure. If a case was tried in the English courts the only question that would be tried—after we had determined the facts—was a question of pure law. But we always kept the two things separate; we did not mix up any outside sentimental considerations with questions of law. Quoting the judgment in the case of Major Lothaire, his lordship said that in that judgment it was held that judicial errors, as far as proved, did not affect the legality of the judgment under which Stokes was condemned, apparently because the judgment was guided by motives of conscience and probity. In England,

if a few judicial errors were made which made the trial no trial he was afraid that if anyone said, "Oh, but I did it with the best of intentions!" the excuse would not be accepted. Did not they feel a sense of pride that England, having, for the sake of good neighbourly feeling with other countries, passed a Foreign Enlistment Act, and a breach of it having been committed—although the persons charged under the Act happened to be persons to whom the country owed much in the past, persons who erred from an excess of what they supposed to be patriotic feeling—still in our law courts there was no acquittal upon the ground that these men acted from patriotic motives, or that their past was a guarantee of their honour and probity? In conclusion the President said that if he had been able to bring before his hearers more broadly the fact that the English law was indissolubly bound up with English liberty, being really based upon it, if he had brought to their minds that this was not only true of the great unwritten common law, but also that it was true of the history of our statutes, and if he had aroused in them an interest in this particular subject, then he should be more than repaid.

## LAW STUDENTS' JOURNAL.

### THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

November, 1896.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In Order of Merit.]

ARTHUR FARQUHAR CHILVER, B.A., who served his clerkship with Mr. Marshall Pontifex, of the firm of Pontifex, Hewitt, & Pitt, of London.

SECOND CLASS.

[In Alphabetical Order.]

Edwin Dodshon, LL.B., who served his clerkship with Messrs. Pomeroy & Tanner, of Bristol; and Messrs. Woodcock, Ryland, & Parker, of London.

William George Earengey, who served his clerkship with Mr. Robert Edward Steele, of Cheltenham.

William Pritchard Elias, B.A., who served his clerkship with Mr. Richard Hughes Pritchards, of Bangor; and Messrs. Simpson & Co, of London.

Harry Ross Giles, who served his clerkship with Mr. Alfred Charles Dowding, of London.

Edmund Huntsman, who served his clerkship with Mr. Griffith Caradog Rees, of Birkenhead.

John Henry Robinson, who served his clerkship with Mr. Frederic William Hardman, LL.D., of Deal; and Messrs. Hare & Co., of London.

Frank Herron Stevens, who served his clerkship with Mr. Edgar Alexander Baylis, of London.

Hugh John Vinall, who served his clerkship with Mr. Isaac Vinall, of Lewes.

THIRD CLASS.

[In Alphabetical Order.]

William Stobo Andrew, who served his clerkship with Mr. Richard White Beor, of Swansea.

Herbert John Berry, who served his clerkship with Mr. Henry Charles Raby, of the firm of Messrs. Hockin, Raby, & Beckton, of Manchester.

George Fowler Carrington Brown, who served his clerkship with Mr. George Fowler Brown, of Ashby-de-la-Zouch.

Henry Wordsworth Clemesha, M.A., who served his clerkship with Mr. Thomas Reveley, of the firm of Messrs. Houghton, Myres, & Reveley, of Preston.

Harry Neild Collis, B.A., LL.B., who served his clerkship with Mr. Charles William Collis, of Stourbridge; and Messrs. Walker, Son, & Field, of London.

Leonard Cotman, B.A., who served his clerkship with Messrs. Cotman & Son, of Preston.

Bernard Withers Dowson, who served his clerkship with Mr. Walter Grey, of Manchester; and Messrs. Bush & Mellor, of London.

Charles Ekin, B.A., who served his clerkship with Messrs. Johnson & Co., of Birmingham; and Messrs. Burton, Yeates, & Hart, of London.

Herbert Francis, who served his clerkship with Mr. Arnold Trinder, of the firm of Messrs. Capron & Trinder, of London.

James Hall Smith, who served his clerkship with Mr. Robert Cresswell Burrows, of Cambridge; and Mr. Henry Reid, of London.

Arthur Claude Havers, B.A., who served his clerkship with Messrs. Morley, Shirreff, & Co., of London.

Harry Holt, who served his clerkship with Mr. Alexander Molesworth, of Rochdale; and Messrs. Walker & Rowe, of London.

George Livsey, LL.B., who served his clerkship with Mr. Henry Harwood, M.A., of the firm of Messrs. Ashton, Harwood, & Somers, of Manchester.

Guy Matthews, who served his clerkship with Mr. Sydney Matthews, of Swaffham; and Messrs. Crossman & Prichard, of London.

Harry Pfahl, who served his clerkship with Mr. Harry James Lewis, of London.

William Edward Pryce, who served his clerkship with Mr. Charles George Scott, of London.

William Augustus Cassin Raper, who served his clerkship with Mr. William Augustus Raper, of Battle; and Rowcliffes, Rawle, & Co., of London.

Charles Robinson, who served his clerkship with Mr. Richard Robinson, of Watton.

Christopher Wesley Shimeld, who served his clerkship with Mr. James Henry Ascroft, B.A., of the firm of Messrs. Robert & James Ascroft, of Oldham.

Percy Hazell Smith, who served his clerkship with Mr. Briscoe Hooper, of Torquay; and Messrs. Woodcock, Ryland, & Parker, of London.

George Frederic Tanner, who served his clerkship with Mr. Frederick William Roe Rycroft and Mr. James Hislop, both of Manchester; and Messrs. Pritchard, Englefield, & Co., of London.

Francis Joseph Weld, who served his clerkship with Messrs. Weld & Thomson, of Liverpool; and Messrs Rowcliffes, Rawle, & Co., of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. A. F. Chilver—Prize of the Honourable Society of Clement's-Inn—value about £10; and the Daniel Reardon Prize—value about 20 guineas.

To Mr. Edmund Huntsman, who served under articles of clerkship to Mr. Griffith Caradog Rees, of Birkenhead—"The John Mackrell Prize"—value about £13.

The Council have given class certificates to the candidates in the second and third classes.

Ninety-eight candidates gave notice for the examination.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—December 8th.—Mr. Arthur E. Clarke in the chair.—The debate was a joint debate with the Gray's Inn Debating Society on the motion—"That in the opinion of this house the working-classes can hope to obtain satisfaction of their real needs under a Liberal rather than under a Conservative Administration." Mr. L. A. Atherley-Jones, Q.C., M.P., opened in the affirmative on behalf of the Gray's Inn Debating Society; Mr. J. Cornelius Wheeler opened in the negative on behalf of the Law Students' Debating Society. The following gentlemen also spoke: Messrs. J. B. C. Stephens, A. Maconochie, R. H. Armstrong, Archer White, A. K. Donald, F. Hinde, Herbert Smith, H. E Miller, C. L. Bangley, and E. L. Chapman. Mr. Atherley-Jones replied. The motion was lost by fourteen votes.

December 15th.—Mr. J. S. Wilkinson in the chair.—The subject for debate was: "That this society regrets the decision in *Reddaway* v. *Banham* (1896, A. C. 199)." Mr. Neville Tebbutt opened in the affirmative; Mr. F. H. Stevens seconded in the affirmative; Mr. Hamilton Fox opened in the negative. The following members also spoke: Messrs. A. Dickson, S. Miall, J. A. Burns, Haseldine-Jones, Archibald Hair, W. Hudson, Arthur E. Clarke, and C. Augustus Anderson. The motion was lost by six votes.

BLACKBURN AND DISTRICT LAW STUDENTS' DEBATING SOCIETY.—November 18th.—Mr. A. Read presiding.—The subject for debate ran as follows: "A Chinese subject accused of complicity in a conspiracy to murder the Emperor of China is enticed into the Chinese Ambassador's house in London. He is tried by the Ambassador, and condemned to death, and hanged, his body being buried in the back yard. Was the Ambassador acting legally according to international law?" Mr. R. Ferguson led for the affirmative, and Mr. J. Campbell for the negative. The following gentlemen also took part in the discussion:—Messrs. Backhouse, Calvert, J. Cooper, F. Hindle, E. Marsden, E. Riley, and T. R. Thompson. The chairman then summed up, and the question was decided in favour of the negative by a majority of five.

LEEDS LAW STUDENTS' SOCIETY.—A joint debate between this society and the Yorkshire College Medical Society was held on Wednesday, December 9th, in the Medical Hall, Leeds, Mr. J. Basil Hall, M.B., in the chair. There was a good attendance. The subject for debate was: "That a knowledge of right and wrong is not a sufficient test of the criminal responsibility of the insane." Mr. J. Holmes, of the Medical Society, opened in the affirmative, and was seconded by Mr. Victor Hartley; Mr. F. G. Jackson, of the Law Students' Society, opened in the negative, and was seconded by Mr. G. E. Foster, of the Law Students' Society. The question was eventually decided in the affirmative by a majority of three.

December 14th.—Mr. Arthur Willey in the chair.—The subject for debate was as follows: "A lady deposited a box containing valuables with her bankers for safe custody, they undertaking (in writing) to deliver up the box only upon production of an authority signed by the lady. The only consideration for this was the profit made by the bankers upon the lady's account with them. Eventually the bankers delivered up the box upon an authority written upon the lady's notepaper, and purporting to be signed by her, but which afterwards turned out to be a clever forgery. Can the lady maintain an action against the bankers for the value of the contents of the box?" Mr. Richard Hoey opened in the affirmative, and Mr. A. Hutley spoke in the negative. After an interesting discussion the question was decided in the affirmative by a majority of five.

# LEGAL NEWS.

## APPOINTMENTS.

Mr. William Henry Hyndman Jones, barrister-at-law (supernumerary resident magistrate of Jamaica), has been appointed a Puisne Judge of the Supreme Court of the Straits Settlements.

Sir G. Sherston Baker, recorder of Barnstaple and Bideford; Mr. Richard Marrack, Mr. James Williams, D.C.L., and Mr. James S. Green, barristers, have been appointed Members of the Board of Examiners established by the four Inns of Court under rule 4 of the "Consolidated Regulations."

Mr. Charles Russell, solicitor, of the firm of Day, Russell, & Co., has been appointed Solicitor in the United Kingdom for the Government of the Dominion of Canada.

Mr. A. Rogers Ford, solicitor, of Weston-super-Mare, has been appointed a Commissioner for Oaths. Mr. Ford was admitted in August, 1890.

Mr. D. Palmer Andrews, solicitor, of Sydenham, has been appointed a Commissioner for Oaths.

## CHANGES IN PARTNERSHIPS.

### Dissolutions.

Alfred John Livesey and Joseph Hewitson Gibson, solicitors (McKeever, Livesey, & Gibson), Carlisle and Wigton. Aug. 31. [*Gazette*, Dec. 11.

## GENERAL.

The subject for debate at the meeting of the Hardwicke Society on Friday evening was to be—"That, in the interests of the public, it is desirable that the principle of compulsory retirement, after a given number of years' service, should be applied to the judicial bench in this country, due regard being had to the rights of individuals." The debate was be opened by Mr. Candy, Q.C.

It is announced that a departmental committee appointed last year by Lord Balfour of Burleigh, Secretary for Scotland, to revise the judicial statistics of Scotland, has now adjusted revised headings for the criminal statistics, which have been approved, and will form the basis for the return of 1897 and subsequent years.

Mr. Louis Charles Tennyson-d'Eyncourt, formerly a metropolitan police magistrate, died on Friday. He was a son of the Right Hon. Charles Tennyson-d'Eyncourt, M.P., and was called to the bar in 1840. He was appointed a metropolitan police magistrate in 1851, and retired in 1890. He was a J.P. for Lincolnshire and Middlesex.

In the course of his speech at the dinner of the Leeds Law Students' Society Mr. Justice Grantham spoke of the kindly reception accorded to her Majesty's judges wherever they went. Their duties were not light, and their responsibilities were great. The weight of those responsibilities were not lessened by the fact that their duties were always performed in public and under the full blaze of the sun—at least, he took it there was a sun in Leeds. At any rate, they were subjected to the light of criticism, not only of the press, but also of every one who was concerned in the cases with which they had to deal. When it was remembered that the whole of their judicial lives was spent either in sending some of their neighbours to durance vile for greater or lesser periods or in giving judgment against some unhappy client which would probably cost him hundreds of pounds, and considering that they were thus making enemies every day, it was extraordinary how few enemies they met with. The explanation must be found in the good will and good fellowship and kindly feeling of those for whom they had administered justice, and he hoped also that the judges as a body endeavoured to live up to the great position which was given them by their Queen, and that they always tried to be worthy of the noble office they held.

At a meeting of the Royal Statistical Society the Rev. W. D. Morrison read a paper on "The Interpretation of Criminal Statistics." In the course of a discussion which followed the paper, Mr. Macdonell said that it was difficult to compile statistics, more difficult to arrange them, and still more difficult to interpret them. Mr. Morrison had laid most stress on indictable offences, but those formed only a portion of the vast region of crime. The only way was to look at the whole domain of crime; and then certain difficulties appeared to the conclusions at which Mr. Morrison had arrived. For instance, the total convictions for 1894 were 553,442. Of those, 159,600 were for drunkenness, 68,426 for offences under the Education Act, 19,900 for obstruction of highways, &c., 64,980 for breaches of police regulations, and 10,950 for begging. Together those represented more than 60 per cent. of the total, and the larger proportion could only in a technical sense be regarded as crimes. Many of the returns of crime, therefore, referred to offences which implied no moral depravity. Another qualification that should be insisted upon was that every year the number of misdemeanours was increasing. The increase in the number of statutory offences which had taken place within the present reign meant that the possibility of committing offences had been enormously increased. Then, again, as regards the most serious crimes, indicative of real wickedness, there had been a very remarkable decrease. But two deplorable facts had been established. First, that there was an enormous increase in crimes of all kinds committed by persons between eighteen and twenty-one; and, secondly, that there was a marked increase in the number of habitual offenders.

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

| Date. | Appeal Court No. 2. | Mr. Justice Chitty. | Mr. Justice North. |
|---|---|---|---|
| Monday, Dec. 21 | Mr. Leach | Mr. Rolt | Mr. Carrington |
| Tuesday 22 | Godfrey | Farmer | Lavie |
| Wednesday 23 | Leach | Rolt | Carrington |
| | **Mr. Justice Stirling.** | **Mr. Justice Kekewich.** | **Mr. Justice Romer.** |
| Monday, Dec. 21 | Mr. Beal | Mr. Ward | Mr. Jackson |
| Tuesday 22 | Pugh | Pemberton | Clowes |
| Wednesday 23 | Beal | Ward | Jackson |

The Christmas Vacation will commence on Thursday, the 24th day of December, 1896, and terminate on Wednesday, the 6th day of January, 1897, both days inclusive.

# THE PROPERTY MART.

## RESULT OF SALE.

Messrs. H. E. Foster & Cranfield's 585th Periodical Sale of these interests took place on Thursday, the 17th inst., the total realised amounted to over £30,000. The following are some of the results:—

| | | £ | s. | d. |
|---|---|---|---|---|
| REVERSIONS:— | | | | |
| To £2,037 Consols; life 85 ... ... ... ... ... ... | Sold | 1,760 | 0 | 0 |
| To £2,000 Cash; life 66 ... ... ... ... ... ... | ,, | 1,175 | 0 | 0 |
| To one-ninth of £16,550, survivorship £1,500; life 74 ... ... | ,, | 1,000 | 0 | 0 |
| To one-third £3,700 Consols and 31 Cottages and Shops at Croydon ... ... ... ... ... ... ... | ,, | 1,200 | 0 | 0 |
| LIFE INTEREST IN POSSESSION and REVERSION:— | | | | |
| To a Trust Fund of about £14,000; life 65 ... ... ... | ,, | 10,200 | 0 | 0 |
| POLICY of ASSURANCE:— | | | | |
| For £3,000 in Star Life Assurance Society; life 58 ... ... | ,, | 970 | 0 | 0 |
| CHELTENHAM GAS LIGHT AND COKE CO.:— | | | | |
| £609 Seven and a Half per Cent. New Stock ... ... ... | ,, | 1,096 | 7 | 0 |
| £397 Seven per Cent. "A" Stock ... ... ... ... ... | ,, | 676 | 18 | 0 |
| £210 Four per Cent. Debenture Stock ... ... ... ... | ,, | 262 | 10 | 0 |

The largest lot, a Reversionary Life Interest in the "Tayleur Estates," was bought in at £13,000, but we understand that negotiations are proceeding for a sale by private treaty.

# WINDING UP NOTICES.

*London Gazette.*—Friday, Dec. 11.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

Belmore Hill Amalgamated Gold Mines, Limited (in Liquidation)—Creditors are required, on or before Jan 25, to send their names and addresses, and particulars of their debts or claims, to Frederick William Smith, 113, Wool Exchange, 24, Basinghall st. Trinder & Capron, solors to liquidator

Cape Investment Syndicate, Limited—Creditors are required, on or before Jan 10, to send their names and addresses, and particulars of their debts or claims, to Charles N. Koch and Leopold Loewenstein, care of Michael Abrahams, Sons, & Co., solors, 8, Old Jewry

Credenda Tube Co, Limited—Creditors are required, on or before Jan 15, to send their names and addresses, and particulars of their debts or claims, to Mr W. H. Tyther, care of the New Credenda Tube Co, Limited, Smethwick, near Birmingham. Smith & Co, Birmingham, solors for liquidator. (The above company is in liquidation in consequence of the sale of the business to the New Credenda Tube Co, Limited.)

"Hamilton" Steamship Co, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William Crossman Spencer, Central bldgs, North John st, Liverpool. Batesons & Co, Liverpool, solors

Knightstone Weston-super-Mare, Limited—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Robert Henry Carpenter, Bank chmbrs, Corn st, Bristol

National Provincial Trustees and Assets Corporation, Limited—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Leopold Straus and George William Schoenfeld, 70, Queen st, Cheapside. Bosanquet, Queen Victoria st, solor for liquidators

*London Gazette.*—Tuesday, Dec. 15.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

Art Needlework and Church Supply Association, Limited—Creditors are required, on or before Jan 30, to send their names and addresses, and particulars of their debts or claims, to James William Smith, 36, Princess st, Leicester. Wykes, Leicester, solor for liquidator

Automatic Syndicate, Limited—Creditors are required, on or before Jan 21, to send their names and addresses, and particulars of their debts or claims, to John Francis Tee, 68, Lewisham park. Worthington & Co, 35, Eastcheap, solors to liquidator

Merchants of Great Britain and Ireland, Limited—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry March, Exchange, Cardiff

## FRIENDLY SOCIETIES DISSOLVED.

Family Policy Burial Society, 67, Lord st, Liverpool. Dec 9

Harecastle Colliery Sick and Accident Society, Harecastle Colliery, nr Stoke on Trent Dec 9

Humberstone-road Freehold Land Society, Limited, Rutland Coffee House, Leicester Dec 9

Newport, Mon, Licensed Victuallers and Beerhouse Keepers Friendly Association, Tredegar chmbrs, Newport, Monmouth Dec 9

Poor Man's Refuge Lodge of Odd Fellows, Theatre Tavern, Arundel st, Sheffield Dec 9

# CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

### Last Day of Claim.

*London Gazette.*—Friday, Nov. 27.

Johnston, James, Sherwood, Cheam rd, Sutton Dec 30 Freeman v Johnston, Stirling, J. Holmes & Son, Clement's In, Lombard st

*London Gazette.*—TUESDAY, Dec. 1.

LYLES, GEORGE, Upper Batley, York, Yarn Spinner Jan 1 Lyles v Lyles, Chitty, J. Taylor & Maggs, Batley

*London Gazette.*—FRIDAY, Dec. 4.

PALMER, WILLIAM, Birmingham Jan 7 Palmer v Palmer, Kekewich, J. Fallows & Rider, Lancaster pl, Strand

TOTTENHAM, SARAH ANNE LOFTUS, Hove, Sussex Jan 7 Tottenham v Tottenham, North, J. Booth, Lincoln's-inn-fields

## UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, Dec 4.

BAINES, HARRIETT, Torrens rd, Brixton hill Dec 31 Hanbury & Co, New Broad st

BEVERTON, JOSEPH HENRY, Blackfriars rd Dec 31 Cordwell, Old Serjeants' inn

BIGGADIKE, WILLIAM, Commercial rd East Dec 31 Calthrop & Bonner, Spalding

BOOTH, Sir CHARLES, Stanstead Abbots, Herts Jan 1 Angell & Co, Gresham st

BULGIN, JOHN, Ilminster Dec 24 Paull, Ilminster

BYRON, EMMA ELIZABETH, Clyro, Radnors Jan 5 Humfrys, Hereford

CLARK, FRANCES, Malmesbury, Wilts Jan 12 Clark & Smith, Malmesbury

COLE, THOMAS, Sampford Spiney, Devon, Farmer Dec 31 Chilcott & Chilcott, Tavistock

COOPER, CELIA, Wellingborough Jan 1 Morgan & Duke, Wellingborough

CRADOCK, CHRISTOPHER, Hartforth, York Dec 26 Waistell, Northallerton

DAVIES, JOHN, Liverpool Jan 9 Rudd, Liverpool

DEACON, MARY, Wanborough, Wilts Jan 7 Kinneir & Co, Swindon

DEVERILL, JOHN, Slough, Bucks, Plumber Jan 4 Charsley, Slough

DURIE, SOPHIA, Broxmore Park, Wilts Dec 24 Rashleigh & Co, Lincoln's inn fields

EDWARDS, THOMAS JAMES, Liverpool Dec 31 Bielby, Liverpool

FOSTER, JOSEPH, Liverpool Jan 9 Rudd, Liverpool

FRIENDSHIP, SUSAN, Gt Torrington, Devon Dec 31 Matthews, Torrington

GARLAND, HENRY, Leeds, Manufacturing Chemist Jan 16 Wilkinson & Garland, Leed

GARLAND, JOHN, Potternewton, Leeds Jan 16 Wilkinson & Garland, Leeds

GOWER, MARY HOLFORD, Brighton Jan 18 Whitfield & Harrison, Surrey st, Strand

HEATON, JOHN ALLEN, Brighouse Jan 26 Chambers & Chambers, Brighouse

HODSON, DUNCAN MACDOUGALL, Burley in Wharfedale, York Jan 15 Duncan & Son, Liverpool

HOLTBY, RICHARD, Nafferton, York Jan 9 Foster & Co, Gt Driffield

JOYCE, Miss HELEN, Lowestoft Jan 1 Fraser, Lowestoft

KELLAND, JOHN, Paignton, Devon Dec 31 Sparkes & Co, Exeter

MCCONKEY, ROBERT, Birmingham Nov 26 Wood & Co, Birmingham

MOORE, MARY ROSA, Vauxhall Bridge rd Jan 1 Murray, Clement's inn, Strand

MORECROFT, CAROLINE CRUDEN, Cheshire Jan 15 Morecroft & Co, Liverpool

MORRISON, TERENCE EDWARD, Castleford, York Feb 1 Wilson, Castleford

NAPIER, CAROLINE JANE, Clifton, Glos Dec 31 Lee & Pembertons, Lincoln's inn fields

OXENHAM, EDWARD LAVINGTON, Kensington Dec 31 Beacheroft & Co, Theobalds rd

PIGOTT, EDWARD FREDERICK SMYTH, Oxford st Jan 1 Fox & Whittuck, Bristol

PORTEUS, Rev BEILBY, Belvedere rd, Upper Norwood Jan 8 C W V Stewart, Chancery lane

PRESTON, HENRY BERTHON, Kensington Jan 1 Ramsden & Co, Leadenhall st

RAYNER, GEORGE, Folkestone Jan 11 Harrison & Son, Folkestone

RICHARDS, JAMES, Little Cadogan place, Belgravia, Johmaster Jan 30 Child & Child, Sloane st

RICHARDS, HENRY BRINLEY, South Kensington Jan 1 H Clifford & Co, Finsbury Pavement

RYAN, WILHELMINA MARY, South Kensington Jan 1 Green & Co, Southampton

SCOTT, ELIZABETH, Kirkheaton, York Jan 6 Scholefield & Son, Dewsbury

SHARWELL, RICHARD, Middlesborough Dec 31 Jackson & Jackson, Middlesborough

SHORTER, ELEANOR, Chigwell, Essex Dec 24 Hanbury & Co, New Broad st

SMITH, ROBERT, Ramsgate Jan 1 Hutchings, Chancery lane

STANFIELD, JOSEPH, Throof, Hants, Farmer Dec 25 Sharp & Rumsey, Christchurch

THORNTON, ANN, Scarborough Jan 21 Middleton & Sons, Leeds

WARING, FRANCIS ROBERT, Charles st, St James's sq Jan 1 Burgoynes & Co, Oxford street

WHITEHOUSE, EDWARD, Norton Canes, Stafford, Farmer Jan 21 Russell, Lichfield

WILLIAMS, ELIZABETH STRICKLAND, Hastings Dec 31 Chalinder, Hastings

WINDHAM, FREDERICK HOWE LINDSEY BACON, Norfolk Jan 15 Walls & Gardiner, Old Jewry

WOOD, WILLIAM, Newcastle upon Tyne Jan 21 Brown, Newcastle upon Tyne

WOODFORDE, WOODFORDE FROOKS, Long Melford, Suffolk Jan 1 Ffooks & Douglas, Sherborne, Dorset

WRIGHT, JONAS, Huddersfield Dec 24 Fisher, Huddersfield

*London Gazette.*—TUESDAY, Dec. 8.

BADHAM, FORSTER WILLIAM, Bures, Suffolk Dec 16 Bates, Sudbury, Suffolk

BANNISTER, RICHARD, Gt Lever, nr Bolton Jan 7 Phethean Monks, Bolton

BEALE, JOSEPH, Haxell's Hotel, Strand Jan 5 Newton & Co, Gt Marlborough st

CANN, CHARLOTTE, Kew, Surrey Jan 11 Mills & Co, City rd

PERNION, ACHILE MORIN DE, Clement's ln Jan 30 Fox & Co, Arundel st

DONNE, ANN, Torquay Dec 28 Eardley & Co, Charles st, St James's sq

DOWDING, HENRY, Barnsbury Jan 10 Tarry & Co, Serjeants' inn, Fleet st

DUNSTER, THOMAS, Swindon, Lancs, Carter Dec 20 Knight, Manchester

EASTERBROOK, MARY ANN, Shiphay, St Mary church, Devon Jan 4 Kitson & Co, Torquay

EDWARD, RICHARD, Weston super Mare Jan 1 Wm Smith & Sons, Weston super Mare

EVANS, ARTHUR, Earl's Court Jan 9 Hadfield & Co, Manchester

GRAY, MARY ANN BERNHARDINE, Fulham Jan 20 Goldberg & Co, West st, Finsbury circus

HARRISS, JAMES FORDHAM, Tunbridge Wells Jan 30 Rhodes & Son, Dowgate hill

HARTLEY, ELIZA, Brampton, Derby Jan 5 Bunting & Son, Chesterfield

HOUGHTON, HENRY SALE, Rainhall, Lancs Jan 7 Holland Owen, Liverpool

JACKSON, WILLIAM LANDELL, Mottingham, Kent, Clerk Jan 15 Smith, Coleman st

LOVEJOY, ALEXANDER FREDERICK, Peckham Jan 20 Sydney, Lambeth

LUCAS, FRANCIS, Hitchin, Herts, Banker Dec 31 Wright, Hitchin

MACKARNESS, GEORGE EVELYN, Henley on Thames Jan 31 Rollo & Co, Victoria st

MARKS, JOHN, Marylebone Dec 30 Indermaur & Co, Devonshire ter

MARTIN, ALFRED, Upper Norwood Jan 8 Robinson & Stannard, Eastcheap

MCGWIRR, Rev. WILLIAM RICHARD BERMINGHAM, Ludham, Norfolk Jan 9 Tyndall & Co, Birmingham

MEEK, REUBEN, Grimston, Norfolk, Farmer Jan 4 Jarvis & Morgan, Kings's Lynn

NIELSEN, CHRISTIAN STEEN, Paris Jan 18 Druces & Attlee, Billiter sq

OGILVIE, Miss MARIA LOUISA, Stafford Jan 15 W Webb & Co, Essex st, Strand

OUTWIN, SARAH HANNAH, Barnsley, York Jan 21 Raley & Son, Barnsley

PHILLIPS, GEORGE, Brondesbury Jan 10 Maddissons, King's Arms yd

PHILLOTT, HARRIET, Norwood Jan 24 Baker & Co, Wester super Mare

PHILLOTT, MARIA, Norwood Jan 24 Baker & Co, Weston super Mare

PRICE, ELIZABETH, Carmarthen Jan 13 Meredith & Co, Lincoln's inn

PURDY, JOHN, West Lilling, York Jan 16 Holtby & Procter, York

ROBBINS, JOSEPH, Northampton, Fruiterer Dec 26 Darnell, Northampton

SIBET, JOHN, Barming Heath, nr Maidstone Jan 5 J & J C Hayward, Dartford

SOTHERAN, MARY KATE, Acomb, York Feb 1 W H Cobb & Son, York

STUART, WILLIAM CAMPBELL, King William st Jan 8 Guedalla & Cross, Essex st, Strand

SUGDEN, SAMUEL, sedr, Southgate Jan 20 Wilson & Son, Basinghall st

SWIFT, EMILY JANE, Manchester Jan 21 Brook & Co, Huddersfield

VIVES, MARIANA, Barcelona, Spain Jan 4 Davies, Moorgate st

WHITAKER, HANNAH, Leeds Jan 30 Ferns & Son, Leeds

WHITMORE, THOMAS, Dudley, Worcester, Licensed Victualler Dec 21 Homer, Brierley Hill

WILDSMITH, LUCY, Sheffield Jan 11 Oxley & Coward, Rotherham

*London Gazette*—FRIDAY, Dec. 11.

ALEXANDER, JANE, Northumberland Jan 11 Maughan & Hall, Newcastle on Tyne

ALBERT, Miss ELIZA JOSEPHINE, South Kensington Jan 20 Prior, South Kensington

BADHAM, FORSTER WILLIAM, Bures, Suffolk Dec 16 Bates, Sudbury

BENSON, His Grace EDWARD WHITE, Lord Archbishop of Canterbury, Lambeth Palace, Lambeth Jan 25 Phelps & Co, Aldermanbury

DICKSON, SARAH, Weston super Mare Jan 16 Baker & Co, Weston super Mare

DOYLE, THOMAS, Liverpool, Seaman Jan 25 Husband, Liverpool

DUFFIELD, JAMES, and HANNAH DUFFIELD, North Ormesby, nr Middlesborough Jan 16 Sill, Middlesborough

EVANS, DAVID, St Helens, Lancs, Licensed Victualler Dec 31 Barrow & Cook, St Helens

FAVELL, HENRY ARNOLD, Sheffield March 1 Burdekin & Co, Sheffield

FIELD, The Rev THOMAS, Lincoln Jan 21 Freer & Co, Lincoln

GARDNER, THOMAS, Chester, Bookkeeper Jan 5 Bartley & Bird, Liverpool

GROVE, MARIAN, Grosvenor grdns Jan 30 Rooper & Whately, Lincoln's inn fields

GROVE, Sir WILLIAM ROBERT, Harley st, W Jan 10 Rooper & Whately, Lincoln's inn fields

HARBER, WILLIAM ALEXANDER, Cheltenham Feb 1 Harper, Birmingham

HODGSON, JOSHUA, West Auckland, Durham, Grocer Jan 16 J & R D Proud, Bishop Auckland

HOPE, BENJAMIN, Sidcup, Kent Dec 24 Olivant, Sidcup

HOWARD, Colonel FREDERICK, Shoeburyness Jan 25 Bolton & Co, Temple grdns

HOWARD, LEWIS, Ramsgate Jan 31 Williams & James, Norfolk st, Strand

JACKSON, THOMAS, Whitehaven, Timber Merchant Jan 12 Brockbank & Co, Whitehaven

LEEDHAM, CHARLES, Sheffield, Bailiff Dec 28 Howe, Sheffield

MARMONT, STEPHEN, Christiania, Norway, Mill Manager March 10 Addyman & Kaye, Leeds

MARQUIS, WILLIAM, Preston Jan 13 Houghton & Co, Preston

MARTIN, THOMAS, Melsonby, York, Farmer Jan 4 Rogers & Hudson, Richmond, York

MOSS, JOSEPH, Highbridge, Somerset, Merchant Jan 30 Board, Burnham

MUSGROVE, HENRY FRANCIS, Bristol Jan 30 O'Donoghue & Anson, Bristol

NOWELL, ELIZABETH, Congleton, Chester Jan 7 Weston & Co, Manchester

PRIOR, ELLEN, Yeovil March 1 Knight, Grange over Sands

REID, MAURICE, Oxford st, Music Publisher Jan 30 Sweetland & Greenhill, Fenchurch st

SMITH, GEORGE, Sunderland Dec 24 Isaacs, Sunderland

TAYLOR, CHARLES, Upper Holloway Jan 11 Hammond, Bedford row

TURNER, WILLIAM, Southport Jan 19 Williams, Southport

VINCENT, ELIZA, Whitley, Northumberland Jan 11 Maughan & Hall, Newcastle on Tyne

WALKER, WILLIAM, Bradford, York, China Dealer Jan 9 Freeman, Bradford

WARNER, FREDERICK, ISAAC, Winchester, Solicitor Jan 21 F I & J C Warner, Winchester

WELLS, Sir RICHARD, K.C.B., Cornwall gdns Feb 1 Ley & Co, Carey st

WILLIAMS, CATHARINE SARA FRANCES ADDAMS, Llangibby, Mon April 1 Llewellin, Newport

WOOTTON, HENRY GRIFFITH, New Barnet, Herts Jan 14 Lewis & Sons, Wilmington sq

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, Dec. 11.

RECEIVING ORDERS.

ABBOTT, GEORGE EVANS, jun, Kettering Northampton Pet Dec 7 Ord Dec 7

BALLS, GEORGE, Great Yarmouth, Fishing Boat Owner Great Yarmouth Pet Dec 9 Ord Dec 9

BEESON, WALTER, Huddersfield, Cloth Merchant Huddersfield Pet Dec 7 Ord Dec 7

BELL, SAMUEL JOHN, Hargham, Norfolk, Farmer Norwich Pet Dec 7 Ord Dec 7

BLAKE, ARTHUR WILLIAM, Heigham, Norwich, Watchmaker Norwich Pet Dec 9 Ord Dec 9

BOLTON, THOMAS, Southampton Southampton Pet Dec 8 Ord Dec 8

BOND, MARGARET, Accrington Blackburn Pet Dec 7 Ord Dec 9

BOYNTON, HARRY THOMAS, Ventnor, I of W, Pork Butcher Newport Pet Dec 2 Ord Dec 2

BULL, FREDERICK, Shirley, Southampton Southampton Pet Dec 8 Ord Dec 8

BURTON, JAMES HALLIBURTON, Stamford Hill, Hosier High Court Pet Dec 9 Ord Dec 9

BYRNE, FREDERICK, Wandsworth, Cabinet Manufacturer Wandsworth Pet Dec 5 Ord Dec 5

CARLTON, JOSEPH, Leeds Leeds Pet Dec 4 Ord Dec 4

CHILTON, ALFRED, Worthing, Cycle Dealer Brighton Pet Nov 23 Ord Dec 8

DE FALBE, CARL VIGANT, Earl's Court High Court Pet Nov 20 Ord Dec 8

DEW, WALTER, Gamlingay, Cambridges, Veterinary Surgeon Bedford Pet Nov 24 Ord Dec 7

EISENHOFER, ANTHONY AUGUSTUS, Twickenham, Tutor Brentford Pet Dec 7 Ord Dec 7

EVANS, EVAN HARRIS, Neath, Glam, Draper Neath Pet Nov 26 Ord Dec 9

GREGORY, JAMES, Tintwistle, Ches, Greengrocer Ashton-under-Lyne Pet Dec 8 Ord Dec 8

HASLETT, WILLIAM GEORGE, Singleton, nr Chichester, Grocer Brighton Pet Dec 9 Ord Dec 9

HAYDEN, ANNA, Bayswater High Court Pet Dec 9 Ord Dec 9

HILL, SAMUEL, Widnes, Lancs, Butcher Liverpool Pet Dec 7 Ord Dec 7

HOLMES, WILLIAM REEVE, Old Normanton, Derby, Market Gardener Derby Pet Dec 7 Ord Dec 7

HYDE, LORENZO, Peckham, Wheelwright High Court Pet Dec 7 Ord Dec 7

JOHNSTON, ROBERT, Mickelton, Glos, Hosier Banbury Pet Nov 30 Ord Dec 9

LOCKYER, CONRAD WILLIAM, West Norwood, Physician High Court Pet Dec 8 Ord Dec 8

MELLING, EDWARD, Chaigley, Lancs, Farmer Blackburn Pet Dec 9 Ord Dec 9

MIDDLETON, BENJAMIN, Crouch End, China Dealer High Court Pet Dec 8 Ord Dec 8

MORRIS, RICHARD, Ryde, I of W, Grocer Newport Pet Dec 8 Ord Dec 8

MORRIS, THOMAS, Scarborough, Fish Dealer Scarborough Pet Dec 7 Ord Dec 7

NORTHCOTT, ROGER SECCOMBE, Bude, Cornwall, Butcher Barnstaple Pet Dec 7 Ord Dec 7

PARRY, EDWIN DAVID, Canton, Cardiff, Traveller Cardiff Pet Dec 8 Ord Dec 8

PERRIN, CHARLES, Kensington High Court Pet Dec 8 Ord Dec 8

ROBERTS, HUGH, Dolgarrog, Carnarvons, Farmer Bangor Pet Dec 7 Ord Dec 7

SCOTT, ALBERT HOWARD, Handsworth Birmingham Pet Dec 8 Ord Dec 8

SIMPSON, FRED, Keighley, Yorks, Coal Agent Bradford Pet Dec 7 Ord Dec 7

STEVENS, SIDNEY MACKENZIE, Rexhill, Sussex, Engraver Hastings Pet Nov 27 Ord Dec 8

THOMSON, JAMES, Islington, Draper High Court Pet Dec 8 Ord Dec 8

TINDALL, JAMES, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet Dec 4 Ord Dec 4

TRAWFORD, JOHN, Bloxwich, Staffs, Brushmaker Walsall Pet Dec 7 Ord Dec 7

TUDOR, JOHN, sen, and JOHN TUDOR, Penlan, Llanwrin, Farmers Aberystwith Pet Dec 8 Ord Dec 8

WINGROVE, JOHN GEORGE, Purfleet, Essex, Hotel Proprietor Rochester Pet Dec 9 Ord Dec 9

Amended notice substituted for that published in the London Gazette of Nov. 10:

SCOTT, JOSEPH CONSTABLE MAXWELL, Wimbledon Kingston, Surrey Pet Sept 14 Ord Nov 6

Amended notice substituted for that published in the London Gazette of Nov. 24:

VERTEGANS, JOHN JAMES, Manchester Manchester Ord Nov 19

RECEIVING ORDER RESCINDED.

HENSTOCK, ALBERT JOHN, Hanley, Solicitor Hanley Rec Ord Sept 11 Resc Oct 12

FIRST MEETINGS.

ALLEN, CHARLES, Kemerton, Glos, Baker Dec 22 at 2.30 Hop Pole Hotel, Tewkesbury

ANDREWS, WILLIAM THOMAS, Middlewich, Cheshire, Coal Merchant Dec 18 at 11 Royal Hotel, Crewe

BAKER, RICHARD WESTBROOK, Barholm, Lincs, Farmer Dec 18 at 3 Law Courts, New rd, Peterborough

BANKS, ROBERT GEORGE STANLEY, Hillmorton, Warwicks, Brickmaker Dec 21 at 12 Off Rec, 17, Hertford st, Caventry

BELCHAM, EDMUND JOHN, Southend on Sea, Dairyman Dec 19 at 12.15 Institute, Clarence rd, Southend on Sea

BENNETT, ARTHUR GITTENS, Eastcheap, Clerk Dec 18 at 11 Bankruptcy bldgs, Carey st

BIRKIN, RICHARD NOEL, Addison rd Dec 18 at 1 Bankruptcy bldgs, Carey st

BOYNTON, HENRY THOMAS, Ventnor, I W, Pork Butcher Dec 21 at 11 19, Quay st, Newport, I W

BROOKSHAW, WILLIAM, Lea, Cheshire, Corn Miller Dec 18 at 10.30 Royal Hotel, Crewe

BROWETT, ALBERT HENRY, and SYDNEY EDWARD BROWETT, Tewkesbury, Printers Dec 22 at 3 Hop Pole Hotel, Tewkesbury

BURNHAM, THOMAS, Nottingham Dec 18 at 11 Off Rec, St Peter's Church walk, Nottingham

DANBY, CHRISTOPHER FRANCIS, Filey, Yorks, Farmer Dec 18 at 3 Off Rec, 74, Newborough st, Scarborough

DAVIES, OWEN ELLIS, Llanberis, Carnarvon, Farmer Dec 19 at 1 Prince of Wales Hotel, Carnarvon

DODD, ANTHONY, Wrexham, Grocer Dec 18 at 2.30 The Priory, Wrexham

EATON, ARTHUR, and PERCY EATON, Bread st, Mantle Manufacturers Dec 22 at 12 Bankruptcy bldgs, Carey st

ELLISON, WILLIAM THOMAS, Skipton, Yorks, Innkeeper Dec 18 at 12 Off Rec, 31, Manor row, Bradford

FOORD, FRANCIS DAVID, Hastings, Builder Dec 21 at 12.30 Young & Sons, Bank bldgs, Hastings

FOUNTAINE, CHARLES BROOKE, Newark upon Trent, Hatter Dec 18 at 12 Off Rec, St Peter's Church walk, Nottingham

GOLDSMITH, T B, Lancaster rd, Notting hill Dec 18 at 12 Bankruptcy bldgs, Carey st

GRAHAM, EDWARD IRVING, Sebergham, Cumberland, Farmer Dec 23 at 1 Off Rec, 34, Fisher st, Carlisle

GRIFFIN, JANE ANN, Swansea, Tobacconist Dec 18 at 12 Off Rec, 31, Alexandra rd, Swansea

HANNAH, DAVID A, Cardiff, Draper Dec 21 at 11 Off Rec, 29, Queen st, Cardiff

HILL, ROTHERAY, Clapham rd Dec 22 at 11 Bankruptcy bldgs, Carey st

HOLLIDAY, THOMAS, and CHRISTOPHER HOLLIDAY, Ainstable, Cumberland, Farmers Dec 23 at 1.30 Off Rec, 34, Fisher st, Carlisle

HOLMES, JAMES, Newcastle on Tyne, Cab Proprietor Dec 21 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

HOLMES, WILLIAM REEVE, Normanton, Derbys, Market Gardener Dec 18 at 11 Off Rec, 40, St Mary's gate, Derby

HUTCHINSON, WILLIAM, Filey, Yorks, Tailor Dec 18 at 11 Off Rec, 74, Newborough st, Scarborough

INGHAM, W H, Devonshire st, Gt Portland st, Company Promoter Dec 18 at 2.30 Bankruptcy bldgs, Carey st

JONES, JOHN, Swansea, Tailor Dec 18 at 2.15 Off Rec, 31, Alexandra rd, Swansea

JONES, WILLIAM HENRY, Birkenhead, Fruiterer Dec 18 at 3 The Priory, Wrexham

LINTON, ROBERT, Lymm, Cheshire, Commission Agent Jan 3 at 10.45 Court house, Upper Bank st, Warrington

MACIVER, DONALD, Leeds, Photographer Dec 23 at 11 Off Rec, 22, Park row, Leeds

MITCHELL, JAMES ANTHONY, Stamford, Lincs, Watchmaker Dec 18 at 3.30 Law Courts, New rd, Peterborough

MORRIS, RICHARD, Ryde, I of W, Grocer Dec 21 at 11.30 19, Quay st, Newport, I of W

OVERINGTON, HENRY, Worthing, Draper Dec 18 at 12.30 Off Rec, 4, Pavilion bldgs, Brighton

OWEN, EVAN PROBERT, Bristol, Corn Merchant Dec 30 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

OWEN, ROBERT, Abercynon, Glam, Builder Dec 18 at 3 65, High st, Merthyr Tydfil

PALLISER, JOHN WILLIAM, Bradford Dec 18 at 12.30 Off Rec, 31, Manor row, Bradford

REANEY, DAVID LEWIS, Bradford Dec 21 at 11 Off Rec, 31, Manor row, Bradford

REED, HOWARD, Gloucester, Theatrical Manager Dec 19 at 12 Off Rec, Station rd, Gloucester

ROSSER, JACOB JOSEPH, Whitley, Northumberland, Commercial Traveller Dec 21 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

SIMPSON, FRED, Keighley, Yorks, Coal Agent Dec 21 at 12 Off Rec, 31, Manor row, Bradford

SIMMONDS, WILLIAM, Brighton, Builder Dec 18 at 12 Off Rec, 4, Pavilion bldgs, Brighton

SHEPHERDSON, JOHN, and HARRY HORSFALL, Oldham, Lancs, Ironmongers Dec 18 at 12 Off Rec, Byrom st, Manchester

SMITH, CHARLES, Rotherhithe Dec 21 at 2.30 Bankruptcy bldgs, Carey st

SPEIGHT, ARTHUR, and JOHN SPEIGHT, Waterhall, Leeds, Contractors Dec 22 at 3 Off Rec, 22, Park row, Leeds

VERTEGANS, JOHN JAMES, Greenheys, Manchester, Accountant Dec 18 at 3 Off Rec, Byrom st, Manchester

WEST, WILLIAM, Blatchbridge, Somerset, Farmer Dec 22 at 11.30 George Hotel, Frome

WHITECHURCH, HENRY, Bermondsey, Tally Draper Dec 21 at 12 Bankruptcy bldgs, Carey st

WILCOCK, JOHN, Bramley, Leeds, Coal Merchant Dec 21 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ABBOTT, GEORGE EVANS, jun, Kettering, Heel Manufacturer Northampton Pet Dec 7 Ord Dec 7

BALLS, GEORGE, Gt Yarmouth, Fishing Boat Owner Gt Yarmouth Pet Dec 9 Ord Dec 9

BARNETT, GEORGE HENRY, Stonehouse, Glouc, Tailor Gloucester Pet Oct 31 Ord Dec 7

BEASLEY, GEORGE LINGFIELD, Bayswater High Court Pet Sept 14 Ord Dec 8

BEESON, WALTER, Huddersfield, Cloth Merchant Huddersfield Pet Dec 7 Ord Dec 7

BELL, SAMUEL JOHN, Hargham, Norfolk, Farmer Norwich Pet Dec 7 Ord Dec 7

BENNETT, ARTHUR GITTENS, Eastcheap, Clerk High Court Pet Nov 12 Ord Dec 8

BEWLEY, THOMAS EDWARD, Broxbourne, Herts, Miller Hertford Pet Nov 30 Ord Dec 5

BLAKE, ARTHUR WILLIAM, Norwich, Watchmaker Norwich Pet Dec 9 Ord Dec 9

BOLTON, THOMAS, Southampton Southampton Pet Dec 8 Ord Dec 8

BOND, MARGARET, Accrington Blackburn Pet Dec 7 Ord Dec 7

BOYNTON, HARRY THOMAS, Ventnor, I W, Pork Butcher Newport Pet Dec 2 Ord Dec 2

BROOKSHAW, WILLIAM, Lea, Ches, Corn Miller Nantwich Pet Nov 26 Ord Dec 7

BULL, FREDERICK, Southampton Southampton Pet Dec 7 Ord Dec 8

CARLTON, JOSEPH, Leeds Leeds Pet Dec 4 Ord Dec 4

CHRISTEN, ARMAND AUGUST, Gt Russell st, Advertising Contractor High Court Pet Aug 27 Ord Dec 7

COATES, C I, Bristol, Grocer Bristol Pet Nov 5 Ord Dec 7

CRISTEL, GEORGE, Fulham rd, Tailor High Court Pet Oct 29 Ord Dec 8

DODD, ANTHONY, Wrexham, Grocer Wrexham Pet Nov 23 Ord Dec 7

EATON, ARTHUR, and PERCY EATON, Broad st, Mantle Manufacturers High Court Pet Dec 5 Ord Dec 9

FRANKLIN, JOSIAH GEORGE, Shrewsbury, Salop, Auctioneer Shrewsbury Pet Dec 2 Ord Dec 7

GEORGE, FENNEMORE, Outram st, King's Cross, Cycle Manufacturer Nottingham Pet Sept 29 Ord Dec 8

GOUGH, GEORGE, Cardiff Cardiff Pet Sept 26 Ord Nov 7

GREGORY, JAMES, Tintwistle, Cheshire, Greengrocer Ashton under Lyne Pet Dec 8 Ord Dec 8

HAYDEN, ANNA, Bayswater High Court Pet Dec 9 Ord Dec 9

HOLMES, JAMES, Newcastle on Tyne, Cab Proprietor, Newcastle on Tyne Pet Dec 1 Ord Dec 8

HOLMES, WILLIAM REEVE, Old Normanton, Derbys Market Gardener Derby Pet Dec 7 Ord Dec 9

HYDE, LORENZO, Peckham, Wheelwright High Court Pet Dec 7 Ord Dec 7

LOCKYER, CONRAD WILLIAM, West Norwood, Physician High Court Pet Dec 8 Ord Dec 8

MELLING, EDWARD, Chaigley, Lancs, Farmer Blackburn Pet Dec 8 Ord Dec 9

MORRIS, RICHARD, Ryde, I of W, Grocer Newport Pet Dec 8 Ord Dec 8

MORRIS, THOMAS, Scarborough, Fish Dealer Scarborough Pet Dec 7 Ord Dec 7

NORTHCOTT, ROGER PECOMBE, Bude, Cornwall, Butcher Barnstaple Pet Dec 7 Ord Dec 7

OWEN, EVAN PROBERT, Bristol, Corn Merchant Bristol Pet Dec 5 Ord Dec 8

PARRY, EDWIN DAVID, Cardiff, Traveller Cardiff Pet Dec 8 Ord Dec 8

PERRIN, CHARLES, Kensington High Court Pet Dec 8 Ord Dec 8

PHILLIPS, F C, St Kensington, Playwright High Court Pet Oct 6 Ord Dec 9

REED, HOWARD, Gloucester, Theatrical Manager Gloucester Pet Oct 15 Ord Dec 9

ROBERTS, HUGH, Dolgarrog, Carnarvons, Farmer Bangor Pet Dec 5 Ord Dec 7

SIMPSON, FRED, Keighley, Yorks, Coal Agent Bradford Pet Dec 7 Ord Dec 7

TINDALL, JAMES, Kingston upon Hull, Cowkeeper Kingston upon Hll Pet Dec 4 Ord Dec 4

TRAWFORD, JOHN, Bloxwich, Staffs, Brushmaker Walsall Pet Dec 7 Ord Dec 8

WHITECHURCH, HENRY, Bermondsey, Tally Draper High Court Pet Nov 13 Ord Dec 7

ADJUDICATION ANNULLED.

WRIGHT, JOHN, Chatteris, Cambs, Miller Peterborough Adjud May 8, 1895 Annul Dec 8, 1896

*London Gazette.*—TUESDAY, Dec. 15.

RECEIVING ORDERS.

ABRIDGE, JOHN, Bangor, Boot Dealer Bangor Pet Nov 28 Ord Dec 11

ATKINSON, HENRY JOHN, Gt Grimsby Gt Grimsby Pet Nov 27 Ord Dec 10

BARBER, ARTHUR SAMUEL, Caston, Norfolk, Baker Norwich Pet Nov 28 Ord Dec 12

BARRELL, JAMES, Senghenydd, Glam, Baker Pontypridd Pet Dec 11 Ord Dec 11

BATTERSHELL, FRANCIS SPRAGG, New Wandsworth, Wood Engraver Wandsworth Pet Nov 17 Ord Dec 10

BIRTWHISTLE, LEWIS, Halifax, Draper Halifax Pet Dec 11 Ord Dec 11

BROADHEAD, FREDERICK WILLIAM, Leicester, Photographer Leicester Pet Dec 9 Ord Dec 9

CLARKE, CHARLES, Newquay, Fish Curer Truro Pet Dec 10 Ord Dec 10

COLLET, EDWARD FRANCIS, Worthing, Solicitor Brighton Pet Dec 10 Ord Dec 10

COTTIER, WILLIAM, Plymouth, Marble Merchant Plymouth Pet Dec 11 Ord Dec 11

DANDISON, WILLIAM, Torquay Exeter Pet Nov 10 Ord Dec 9

DAWSON, HARRY, Leeds, Clerk Leeds Pet Dec 10 Ord Dec 10

DOBINSON, JOSEPH, Harlesden, Clerk High Court Pet Nov 24 Ord Dec 11

DURSTON, WILLIAM FREDERICK, Lympsham, Somersets, Farmer Bridgwater Pet Dec 2 Ord Dec 12

EARL, STEPHEN, London wall High Court Pet Nov 11 Ord Dec 8

EVANS, DAVID, Maesycwmmer, Mon, Carpenter Newport, Mon Pet Dec 11 Ord Dec 11

FURNELL, HENRY, Tisbury, Wilts Salisbury Pet Dec 10 Ord Dec 10

GROVE, EDITH, Swansea Swansea Pet Dec 11 Ord Dec 11

HAGENBUCH, CHARLES HENRY, Manningham, Yorks, Drysalter Bradford Pet Dec 10 Ord Dec 10

HASTED, E, Captain, Ham, Surrey Kingston, Surrey Pet Nov 25 Ord Dec 10

HAWES, JAMES THOMAS, Brewery rd, Caledonian rd, Provision Dealer High Court Pet Nov 26 Ord Dec 12

HELLIWELL, JOSEPH, Keighley, Yorks, Contractor Bradford Pet Dec 10 Ord Dec 10

HOLMES, WILLIAM HENRY, Nottingham, Pianoforte Dealer Nottingham Pet Nov 13 Ord Dec 11

HUEBNER, FREDERICK LEWIS, East Dulwich, Manufacturing Farrier High Court Pet Dec 11 Ord Dec 11

JONES, THOMAS POWELL, Swansea, Builder Swansea Pet Dec 11 Ord Dec 11

LAMBERT, ROBERT WILLIAM, Redbourne, Lincs, Blacksmith Gt Grimsby Pet Nov 27 Ord Dec 7

LUCOP, FRANCIS CHARLES, Kingston upon Hull, Ferryman Kingston upon Hull Pet Dec 10 Ord Dec 10

MARKLEY, HORACE WILLIAM, Bristol, Tailor Bristol Pet Nov 20 Ord Dec 11

MORGAN, GRIFFITH JOHN LEWIS, Swansea, Solicitor Swansea Pet Oct 27 Ord Dec 10
MULLEN, LUCY JEMIMA, South Norwood High Court Pet Dec 9 Ord Dec 10
MYERS, WILLIAM, Middlesborough, China Merchant Stockton on Tees Pet Dec 10 Ord Dec 10
OSBORNE, RICHARD FREDERICK, Southampton, Hosier Southampton Pet Dec 12 Ord Dec 12
PEARSON, CHARLES HARRY, Tunstall, Staffs, Joiner Hanley Pet Dec 12 Ord Dec 12
PETTCHARD, R W, Highbury High Court Pet Nov 14 Ord Dec 11
RICHARDS, THOMAS, Ystrad Rhondda, Glam, Grocer Pontypridd Pet Dec 11 Ord Dec 11
SALMON, SAMUEL, Abergwynfi, Glam Cardiff Pet Dec 11 Ord Dec 11
SAVAGE, WALTER GEORGE, Loughborough, Watchmaker Leicester Pet Dec 3 Ord Dec 10
SCHOFIELD, WILLIAM EDMUND, Heywood, Lancs, Wine Merchant Bolton Pet Dec 11 Ord Dec 11
SLATER, JOHN CLEMENT, Longton, Staffs, Leather Dealer Stoke upon Trent Pet Nov 18 Ord Dec 11
SMITH, HERBERT, Uttoxeter, Greengrocer Burton on Trent Pet Dec 7 Ord Dec 7
SOMERSET, HENRY EDWARD BRUDENELL, Stapleton, Glos Bristol Pet Dec 11 Ord Dec 11
TILLOTT, CHARLES, Leamington, Baker Warwick Pet Dec 7 Ord Dec 7
VINER, FRANCIS, West Hartlepool, Innkeeper Sunderland Pet Dec 11 Ord Dec 11
WHITE, FREDERICK, Biggleswade, Ironmonger Bedford Pet Dec 10 Ord Dec 10

RECEIVING ORDERS RESCINDED.

HAVERGAL, ERSKINE F E, Warwick rd, South Kensington, Gent High Court Rec Ord Oct 16 Resc Dec 8
HOLROYD, JOHN WILLIAM, Ashton under Lyne, Licensed Victualler Ashton under Lyne and Stalybridge Rec Ord Nov 12 Resc Nov 26

FIRST MEETINGS.

BENSON, WALTER, Marsh, Huddersfield, Cloth Merchant Dec 22 at 11 Off Rec, 19, John William st, Huddersfield
BELL, SAMUEL JOHN, Hargham, Norfolk, Farmer Dec 22 at 3 Off Rec, 8, King st, Norwich
BIRTWHISTLE, LEWIS, Halifax, Draper Dec 24 at 11 Off Rec, Halifax
BOLTON, THOMAS, Southampton Dec 29 at 3.30 Off Rec, 4, East st, Southampton
BROADHEAD, FREDERICK WILLIAM, Leicester, Photographer Dec 23 at 12 Off Rec, 1 Berridge st, Leicester
BULL, FREDERICK, Shirley, Southampton Dec 29 at 3 Off Rec, 4, East st, Southampton
BURTING, ROBERT OBADIAH, Southsea Dec 22 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
BURTON, JAMES HALLIBURTON, Stamford hill, Hosier Dec 23 at 2.30 Bankruptcy bldgs, Carey st
CLARKE, CHARLES, Newquay, Fish Curer Dec 22 at 12 Off Rec, Boscawen st, Truro
DANBY, WILLIAM, Langton, Lincs, Farmer Dec 31 at 12 Off Rec, 31, Silver st, Lincoln
DAVIDSON, WILLIAM, Torquay Dec 23 at 11 Off Rec, 13, Bedford circus, Exeter
DE FALBE, CARL VIGANT, Earl's Court Dec 23 at 11 Bankruptcy bldgs, Carey st
EARL, STEPHEN, London wall Dec 23 at 2.30 Bankruptcy bldgs, Carey st
EATON, WILLIAM, and FRANK HANCOCK, Whaley Bridge, Derbys, Slipper Manufacturers Dec 22 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
EVANS, EVAN HARRIS, Neath, Glam, Draper Dec 23 at 2.15 Off Rec, 31, Alexandra rd, Swansea
EVANS, JAMES, Crosgoch, Pembrokes, Licensed Victualler Dec 22 at 3 Off Rec, 4, Queen st, Carmarthen
FORCE, ARTHUR, Gosport, Draper Dec 23 at 12.30 145, Cheapside, London
FURNELL, HENRY, Tisbury, Wilts Dec 22 at 1 Off Rec, Salisbury
GEORGE, CHARLES FREDERICK, Midhurst, Sussex, Grocer Dec 22 at 2 Off Rec, 24, Railway approach, London Bridge
HAGENBUCH, CHARLES HENRY, Manningham, Yorks, Drysalter Dec 22 at 11 Off Rec, 31, Manor row, Bradford
HAYDEN, ANNA, Bayswater Dec 23 at 11 Bankruptcy bldgs, Carey st
HELLIWELL, JOSEPH, Keighley, Yorks, Contractor Dec 22 at 12 Off Rec, 31, Manor row, Bradford
HETHERINGTON, ROBERT, Blyth, Northumberland, Grocer at 18.30 Off Rec, Mosley st, Newcastle on Tyne
HYDE, LORENZO, Peckham, Wheelwright Dec 23 at 12 Bankruptcy bldgs, Carey st
JACKSON, W EVANS, St Mildred's ct, Poultry Dec 22 at 1 Bankruptcy bldgs, Carey st
KENRICK, FREDERICK WILLIAM, Horncastle, Lincs Dec 31 at 12.30 Off Rec, 31, Silver st, Lincoln
LANGFIELD, EMILY, Rhyl, Flints, Confectioner Dec 23 at 11 Royal Hotel, Rhyl
LEWIS, JOHN, Penesder, Carmarthens, Weaver Dec 23 at 12.45 Off Rec, 4, Queen st, Carmarthen
LOCKYER, CONRAD WILLIAM, West Norwood, Physician Dec 22 at 12 Bankruptcy bldgs, Carey st
MEADOWS, ERNEST, Streatham, Cheesemonger Dec 22 at 12.30 24, Railway approch, London Bridge
MIDDLETON, BENJAMIN, Crouch End, China Dealer Dec 23 at 1 Bankruptcy bldgs, Carey st
MORRIS, THOMAS, Scarborough, Fish Dealer Dec 22 at 12 Off Rec, 74 Newborough st, Scarborough
NORTHCOTT, ROGER SHCOOMBE, Bude, Cornwall, Butcher Dec 23 at 2 Underhill's Railway Hotel, Exeter
PEARSON, WILLIAM HENRY, Birmingham, Grocer Dec 23 at 11 23, Colmore row, Birmingham
PERRIN, CHARLES, Plymouth Dec 22 at 11 Bankruptcy bldgs, Carey st
RAMSDEN, WILLIAM, Leeds, Commission Agent Dec 29 at 11 Off Rec, 22, Park row, Leeds
ROBERTS, HUGH, Dolgarrog, Carnarvons, Farmer Dec 23 at 2 Junction Hotel, Llandudno Junction
ROBINSON, GEORGE, Stanley, Liverpool, Builder Dec 30 at 12 Off Rec, 35, Victoria st, Liverpool
SAVAGE, GEORGE WALTER, Loughborough, Watchmaker Dec 22 at 2.30 Off Rec, Whitehall chmbrs, 23, Colmore row, Birmingham
SCHOFIELD, WILLIAM EDMUND, Heywood, Lancs Dec 23 at 3 16, Wood st, Bolton
SHARPE, GEORGE THOMAS, Towcester, Hairdresser Dec 22 at 12.30 County Court bldgs, Northampton
SMITH, HERBERT, Uttoxeter, Staffs, Greengrocer Dec 22 at 11 Off Rec, 40, St Mary's gate, Derby
TATCHELL, JOHN, Montacute, Somersets, Innkeeper Dec 22 at 12 30 Off Rec, Salisbury
TAYLOR, TOM, Bridlington, Yorks, Tailor Dec 22 at 11 Off Rec, 74, Newborough st, Scarborough
THOMSON, JAMES, Islington, Draper Dec 22 at 2.30 Bankruptcy bldgs, Carey st
TILLOTT, CHARLES, Leamington, Baker Dec 29 at 12.30 Off Rec, 17, Hertford st, Coventry
WILLIAMS, JOHN, Llanwrda, Carmarthens, Farmer Dec 22 at 12 Off Rec, 4, Queen st, Carmarthen
WINGROVE, JOHN GEORGE, Purfleet, Essex, Hotel Proprietor Dec 23 at 12.15 Bankruptcy bldgs, Carey st
WOOTTON, THOMAS, Kingswinford, Staffs, Grocer Dec 22 at 2 W. R. Skelding, Auctioneer, Stourbridge
WYATT, THOMAS WILLIAM, and SMITH, JOHN HERBERT, Desborough, Corset Manufacturers Dec 22 at 12.30 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

BARRELL, JAMES, Senghenydd, Glam, Baker Pontypridd Pet Dec 11 Ord Dec 11
BATES, ALFRED, and WILLIAM STEVENS, Willesden Green, Builders High Court Pet July 16 Ord Dec 12
BIRTWHISTLE, LEWIS, Halifax, Draper Halifax Pet Dec 11 Ord Dec 11
BLAKEMORE, SAMUEL, New Brighton, Cheshire, Builder Birkenhead Pet Nov 9 Ord Dec 10
BROADHEAD, FREDERICK WILLIAM, Leicester, Photographer Leicester Pet Dec 9 Ord Dec 9
CLARKE, CHARLES, Newquay, Fish Curer Truro Pet Dec 10 Ord Dec 10
COOK, G S, Streatham, Builder Wandsworth Pet Oct 20 Ord Dec 11
COPLESTON, EDWIN, Luton, Beds Luton Pet Oct 29 Ord Dec 10
COTTIER, WILLIAM SOMERVILLE, Plymouth, Marble Merchant Plymouth Pet Dec 11 Ord Dec 11
DAVIDSON, WILLIAM, Torquay Exeter Pet Nov 30 Ord Dec 12
DAWSON, HARRY, Leeds, Clerk Leeds Pet Dec 10 Ord Dec 10
DODDS, ARTHUR PATRICK, Newcastle on Tyne Iron Merchant Newcastle on Tyne Pet Nov 6 Ord Dec 9
EARL, STEPHEN, London wall High Court Pet Nov 11 Ord Dec 11
EVANS, DAVID, Maesycwmmer, Mon, Carpenter Newport, Mon Pet Dec 11 Ord Dec 11
EVANS, EVAN HARRIS, Neath, Glam, Draper Neath Pet Nov 26 Ord Dec 12
FURNELL, HENRY, Tisbury, Wilts Salisbury Pet Dec 10 Ord Dec 10
GOLDSMITH, T B, Lancaster rd, Notting Hill High Court Pet Nov 4 Ord Dec 11
GRAHAM, EDWARD IRVING, Sebergham, Cumberland, Farmer Carlisle Pet Nov 21 Ord Dec 11
GREENING, ROBERT, the younger, Hotel Metropole, Charing Cross, Solicitor High Court Pet Aug 4 Ord Dec 11
GROVE, EDITH, Swansea, Hotel Keeper Swansea Pet Dec 11 Ord Dec 11
HALLIWELL, JOSEPH, Keighley, Yorks, Contractor Bradford Pet Dec 9 Ord Dec 10
HILL, ROTHERAY, Clapham rd High Court Pet Nov 16 Ord Dec 12
HILL, SAMUEL, Widnes, Lancs, Butcher Liverpool Pet Dec 7 Ord Dec 11
INGHAM, W H, Devonshire st, Great Portland street, Company Promoter High Court Pet Nov 9 Ord Dec 11
LACEY, ALBERT, Birmingham, Plater Birmingham Pet Nov 24 Ord Dec 8
LAMBERT, ROBERT WILLIAM, Redbourne, Lincs, Blacksmith Gt Grimsby Pet Nov 27 Ord Dec 10
LUCOP, FRANCIS CHARLES, Kingston upon Hull, Ferryman Kingston upon Hull Pet Dec 10 Ord Dec 10
MIDDLETON, BENJAMIN, Crouch End, China Dealer High Court Pet Dec 8 Ord Dec 10
MULLEN, LUCY JEMIMA, Sth Norwood High Court Pet Dec 9 Ord Dec 12
MYERS, WILLIAM, Middlesborough, China Merchant Stockton on Tees Pet Dec 10 Ord Dec 10
OSBORNE, RICHARD FREDERICK, Southampton, Hosier Southampton Pet Dec 12 Ord Dec 12
PEARSON, CHARLES HARRY, Tunstall, Joiner Hanley Pet Dec 11 Ord Dec 12
PEARSON, WILLIAM HENRY, Sparkbrook, Birmingham Grocer Birmingham Pet Dec 1 Ord Dec 4
RICHARDS, THOMAS, Ystrad Rhondda, Glam, Grocer Pontypridd Pet Dec 11 Ord Dec 11
ROBINSON, GEORGE, Stanley, Liverpool, Builder Liverpool Pet Oct 17 Ord Dec 12
SALMON, SAMUEL, Abergwynfi, Glam Cardiff Pet Dec 5 Ord Dec 11
SAVAGE, WALTER GEORGE, Loughborough, Watchmaker Leicester Pet Dec 3 Ord Dec 10
SCHOFIELD, WILLIAM EDMUND, Heywood, Lancs, Wine Merchant Bolton Pet Dec 11 Ord Dec 11
SCHUMACHER, HUBERT, Battersea, Cab Proprietor High Court Pet Nov 3 Ord Dec 10
SHAND, EDGAR, Putney, Steamboat Owner High Court Pet Nov 27 Ord Dec 11
SMITH, HERBERT, Uttoxeter, Greengrocer Burton on Trent Pet Dec 7 Ord Dec 11
TAYLOR, JAMES, Gresham House, Merchant High Court Pet July 23 Ord Dec 10
TILLOTT, CHARLES, Leamington, Baker Warwick Pet Dec 7 Ord Dec 11
TIMSON, W JOHNSON, Birmingham Birmingham Pet Nov 4 Ord Dec 8
VINER, FRANCIS, West Hartlepool, Innkeeper Sunderland Pet Dec 11 Ord Dec 11
WHITE, FREDERICK, Biggleswade, Ironmonger Bedford Pet Dec 10 Ord Dec 10
WINGROVE, JOHN GEORGE, Purfleet, Essex, Hotel Proprietor Rochester Pet Dec 8 Ord Dec 12

ADJUDICATIONS ANNULLED.

SMITH, CHARLES HENRY, Allerton, nr Bradford, Mill Manager Bradford Adjud Aug 3, 1894 Annul Dec 3, 1896
SPENCE, JOHN KIRKHAM, Spilsby, Lincs, Ironmonger Boston Adjud Aug 31 Annul Dec 10

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